Ocala City Council Agenda - Final
Tuesday, July 7, 2026

Meeting Information

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

https://www.ocalafl.gov/meetings

Time
4:00 PM

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

Mayor
Ben Marciano

City Manager
Peter Lee

Mission Statement

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

City Council's Strategic Priorities

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

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

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

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

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

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

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

1. Call to Order

2. Roll Call

2a. New Employees
- Layton Word, Electric
- Thomas Valenti, Information Technology
- Jameel Barnes, Procurement
- Caspian Cameron, Water Resources
- Kamila Falcon, Water Resources
- Amber Lopez, Water Resources
- William Nelson, Water Resources
- Peyton Schooley, Water Resources
- Corey Sherrod, Water Resources
- Matteo Villacorta, Water Resources

3. Public Notice

4. Proclamations and Awards

4a. Presentation of the Mayor's Citizen Recognition Award to Alina Stoothoff

4b. Presentation of the Parks and Recreation Month Proclamation to Director of Recreation and Parks Kathy Crile, Assistant Director of Recreation and Parks Bill Rodriguez, and division head staff members

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. SunTran 2026 Public Transit Agency Safety Plan annual update as required by the Federal Transit Administration 49 Code of Federal Regulations Part 673

Presentation By: Tom Duncan

6b. Budget Resolution 2026-148 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Bureau of Justice Assistance to reimburse expenses relating to the Bulletproof Vest Partnership Program funds in the amount of $22,854 **BR-2026-148**

Presentation By: Michael Balken

6c. Budget Resolution 2026-149 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund Reserve for the purchase of a tested single-purpose explosives detection K9 in the amount of $15,800 **BR-2026-149**

Presentation By: Michael Balken

6d. Contract with JRD & Associates to perform a Growth Management Department fee study pertaining to development and building permit fees, with a not-to-exceed amount of $91,546

Presentation By: Jeff Shrum

6e. Budget Resolution 2026-150 to amend the Fiscal Year 2025-26 budget to transfer funds from the Building Fund Reserve for Fund Balance for a fee study in the amount of $42,558 **BR-2026-150**

Presentation By: Jeff Shrum

6f. Award of the contract for rehabilitation of the Johnson residence located at 2015 NW First Street to The Ford Design Group, LLC, for a total project cost not to exceed $52,000

Presentation By: James Haynes

6g. TBMI Commercial Outparcel Development Conceptual Subdivision

Presentation By: Aubrey Hale

6h. Mockingbird Ridge Conceptual Subdivision

Presentation By: Aubrey Hale

6i. Estoppel certificate for Gabriels Winghouse, LLC ground lease

Presentation By: Matthew Grow

6j. Estoppel certificate for Londons Landholdings, LLC ground lease

Presentation By: Matthew Grow

6k. Removal of Recreation Commission member Reinaldo Mercado

Presentation By: Kathy Crile

6l. Appointment of Charles Hannah to the Municipal Code Enforcement Board as an alternate

Presentation By: Angel Jacobs

6m. City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

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

8. Introduction and First Readings of Ordinances

(Second and Final Reading - July 21, 2026)

8a. Ordinance 2026-21 amending Chapter 43, Article V, Code of Ordinances, City of Ocala, Florida (Police Officers' Retirement System), to conform to the 2025-2028 Collective Bargaining Agreement Between the City of Ocala and the Fraternal Order of Police — **ORD-2026-21**

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

9a. Resolution 2026-42 for the downtown event zone to allow alcoholic beverage sales (beer, wine, and liquor) as part of the Christmas-in-July event on July 25, 2026 (Quasi-Judicial) — **RES-2026-42**

Presentation By: Endira Madraveren

9b. Resolution 2026-43 to abrogate portions of public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida, approximately 7.21 acres. (Case ABR25-0008) (Quasi-Judicial) — **RES-2026-43**

Presentation By: Endira Madraveren

9c. Ordinance 2026-19 to rezone from O-1, Office District, to B-2A, Limited Business Commercial District, for property located at 619 SE 17th Street (Parcel 2917-002-000), approximately 2.04 acres (Case ZON26-0002) (Quasi-Judicial)

Presentation By: Aubrey Hale

Introduced by: James P. Hilty Sr

10. General Business

10a. Fourth amendment for a five-year renewal of the interlocal agreement with Marion County for the disposal of the City's household hazardous and electronic waste items, with a total contract value of $141,325

Presentation By: Darren Park

10b. Additional expenditures under the contract with Cogent Communications, Inc. for an aggregate expenditure of $439,600

Presentation By: Kenneth Jamerson

10c. Renewal of employee paid insurance plans for dental, vision, voluntary life insurance, group Medicare, short-term disability, pet insurance, legal services, identity theft protection, cancer/accident/critical illness benefits, and voluntary retiree life insurance, and the renewal of City paid insurance plans for basic life and accidental death and dismemberment insurance in the amount of $183,250, long-term disability in the amount of $353,632, employee assistance program services in the amount of $19,709, flexible spending account administration in the amount of $8,665, and health insurance administration fees in an amount not to exceed $795,000 for the October 1, 2026 through September 30, 2027 plan year

Presentation By: Todd Swanson

10d. One-year renewal of contract with Tyler Technologies for ongoing service and maintenance costs for the City's financial and human resource enterprise software, Munis, with an estimated expenditure amount of $267,546

Presentation By: Kelly Vann

10e. Purchase of a four-drum cable puller/tensioner trailer from Altec, Inc., utilizing a Sourcewell Contract in the amount of $164,643

Presentation By: John King

10f. Utilization of the Florida Sheriffs Association agreement with Nextran Truck Centers for the purchase of a Mack refuse chassis for Public Works, in the amount of $299,604

Presentation By: John King

10g. Selection of applicants to fill vacancies on the Recreation Commission

Presentation By: Angel Jacobs

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Tuesday, July 21, 2026 - Community Redevelopment Area Agency meeting - 3:30pm - Council Chambers
- Tuesday, July 21, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 4, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 11, 2026 - City Council workshop RE: FY 2026/27 Budget - 12:00pm - Council Chambers
- Tuesday, August 18, 2026 - Community Redevelopment Area Agency meeting - 3:45pm - Council Chambers
- Tuesday, August 18, 2026 - City Council meeting - 4:00pm - Council Chambers
- Tuesday, August 25, 2026 - TPO Meeting - 3:00pm - Marion County Board of County Commissions Auditorium
- Monday, September 7, 2026 - Labor Day - City Offices Closed
- Tuesday, September 8, 2026 - City Council meeting - 4:00pm - Council Chambers
- Wednesday, September 9, 2026 - City Council Special Meeting for First Public Hearing re: FY 2026/27 Budget and Fire Assessment - 5:00pm - Council Chambers

17a. Power Cost Adjustment Report - May 2026

17b. Fully Executed Contracts Under $50,000

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2026-1276 Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Mayor’s Citizen Recognition Award to Alina Stoothoff

OCALA’S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1658 Agenda Item #: 4b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Parks and Recreation Month Proclamation to Director of Recreation and Parks Kathy Crile, Assistant Director of Recreation and Parks Bill Rodriguez, and division head staff members

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-1523 Agenda Item #: 6a.

Submitted By: Tom Duncan

Presentation By: Tom Duncan

Department: Growth Management

FORMAL TITLE:
SunTran 2026 Public Transit Agency Safety Plan annual update as required by the Federal Transit Administration 49 Code of Federal Regulations Part 673

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On November 17, 2020, the City Council approved SunTran's Public Transportation Agency Safety Plan (PTASP), which was developed in accordance with the requirements of 49 Code of Federal Regulations (CFR) Part 673. The PTASP establishes the Safety Management System (SMS) framework for SunTran and outlines the policies, procedures, and responsibilities necessary to support the safe operation of the transit system. The plan governs the administrative personnel responsible for the oversight, authority, and management of SunTran. It defines safety-related responsibilities for the contracted service provider overseeing transit operations and fleet maintenance. Federal and state regulations require the PTASP to be reviewed and updated annually. Pursuant to the plan, the annual review must be completed by June 1, after which the Accountable Executive must approve the updated document and submit it to the City Council for formal adoption and certification of compliance by July 15.

Upon review of prior PTASP-required annual approvals, it was found that approval by the Oversight Authority (City Council) did not occur. Recognizing this oversight, staff is requesting City Council approval of the 2026 PTASP.

This annual update includes several minor administrative revisions, including updates to agency information to reflect position changes, revisions to the organizational chart to reflect staffing changes, and updates to safety performance targets based on the most current available performance data. Specific PTASP 2026 revisions are noted as follows:

- Agency Information, Page 8, Position Change

- Organizational Chart, Page 23, Staff Changes
- Safety Performance Targets, Page 14, Updated Data

FINDINGS AND CONCLUSIONS:

Staff reviewed the proposed revisions and determined that with the minor annual updates, the PTASP remains compliant with all applicable federal and state requirements.

The City Manager has approved the updated 2026 PTASP.

Staff recommends approval.

FISCAL IMPACT:

N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

SunTran

City of Ocala

Public Transportation Agency Safety Plan (PTASP)

APRIL 2026

Prepared for

Prepared by



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SECTION 1: Establishment of Public Transportation Agency Safety Plan (PTASP)

This document serves as the City of Ocala's Public Transportation Agency Plan (PTASP) for its Bus Transit system (SunTran) located in Ocala/Marion County Florida. It is intended to encompass all current and future operations, services and projects and applies to all activities which involve planning, design, procurement, installation and testing of equipment or facilities, operations, maintenance, support activities, and the environment in which the transit system operates.

1.1 Public Transportation Agency Safety Plan (PTASP) Rule

The City of Ocala (SunTran) is committed to comprehensive safety planning. As an operator of a small public transportation system that receives Federal Financial assistance under Title 49 of the United States Code (USC), the City of Ocala subject to FTA's 49 CFR Part 673 Final Rule and as delineated in Florida Administrative Code Section 14-90.004(1), has adopted the principles and methods of Safety Management Systems as the basis for enhancing the safety of its public transportation system. The plan incorporates the framework and principles of SMS for the City of Ocala (SunTran) Transit operations and all applicable Contract organization(s) to the extent practical and consistent with applicable requirements for each SMS component as indicated below:



The City of Ocala has established a Public Transportation Agency Safety Plan (PTASP) that meets or exceeds the General Requirements of 49 CFR Part 673 Final Rule and of Florida Administrative Code (FAC) 14-90.004 and establishes the SMS policies for the City of Ocala Administrative employees delegated with Administration oversight, authority and responsibility for SunTran's transit system as well as all employees for the Contractor organization awarded oversight, authority and responsibility for SunTran's Operation and Fleet Maintenance services. Each share a responsibility and commitment to comprehensive safety planning.

See Attachment RATP Dev PTASP
See Attachment RATP Dev Policy Statement
See Attachment RATP Dev Safety Management Policy

1.2 General PTASP Requirements

The PTASP adheres to the fundamentals and framework of SMS and reflects the specific safety objectives, standards and priorities for SunTran and the City of Ocala including the following required elements:

- ✓ The Safety Plan and subsequent updates will be signed by the Accountable Executive and approved by the City of Ocala City Council
- ✓ The Safety Plan documents the processes and activities related to SMS implementation
- ✓ The Safety Plan includes performance targets based on the safety performance criteria established under the National Public Transportation Safety Plan (NSP), and the state of good repair standards established in the regulations that implement the National Transit Asset Management System and included in the NSP.
- ✓ The Safety Plan will comply with the minimum performance standards authorized through the National Public Transportation Safety Plan (NSP)
- ✓ The City of Ocala will establish a process and timeline for conducting an annual review and update of the Safety Plan
- ✓ The City of Ocala and Contractor will maintain the Safety Plan in accordance with the recordkeeping requirements in subpart D of Part 673

1.21 Issuance and Update

The SMS plan will be reviewed and updated, as applicable, annually beginning on the date of issuance. Safety Committee are involved in plan development and updates, as required under 49 CFR part 673. The Safety Committee consist of an equal number of frontline transit worker representatives and SunTran management representatives.

Immediate changes to the Public Transportation Agency Safety Plan SMS procedures deemed paramount to safety mitigation may be authorized by the Operations/Fleet Maintenance Contractor's Regional Executive via a signed SMS Immediate Policy Amendment Change Memo that has been reviewed and approved by the City's Transit Manager/SMS Chief Safety Officer.

For these immediate changes, the Contractor General Manager (CONTR GM) will be responsible for ensuring communication to all concerned parties through established internal communication venues and the update will be noted on the PTASP Activity Log by the Contractor Operations Manager (CONTR OM).

1.22 Scope and Objectives

The SMS has been established consistent with business needs and regulatory impetus. The SMS is designed to reduce safety risks to an acceptable level through a continuous process of hazard identification and safety risk management practices to achieve the following goals:

- ➢ Reducing transit safety, employee, and environmental risks by better managing the City of Ocala's Transit's safety risks and setting goals to eliminate or reduce risks.
- ➢ Communication of safety risks to employees and their roles and responsibilities related to risks.
- ➢ Increase awareness of safety issues at all levels, thereby providing a better framework/structure for management to play a leadership role in addressing safety concerns
- ➢ Continuous improvement of Contractor organization SMS and risk controls.
- ➢ Compliance with all applicable state and federal regulations.

- Foster a culture of change management so that safety issues are identified, and risks are eliminated or reduced in the planning process and delays or other impediments to business goals are avoided.

The SMS applies specifically to all contract organizations subject to Florida Department of Transportation and the Federal Transit Administration regulation on SMS and all City of Ocala Transit operations.

1.23 Agency Overview

Marion County is in north central Florida and is bordered by seven counties: Alachua and Putnam to the north, Volusia and Lake to the east, Sumter and Citrus to the south, and Levy to the west. According to the 2010 Census, the county includes a total area of 1,663 square miles, with 1,585 square miles of land and 78 square miles of water. The population of Marion County is concentrated in the county seat of Ocala, which is also the largest city, located in the geographic center of the county.

SunTran has been in operation since 1998 and provides fixed-schedule service on seven routes in Marion County, mostly centered in Ocala, with one route operating from Ocala to the Silver Springs Shores area southeast of Ocala. Most routes operate 5:00 AM–10:00 PM on weekdays and Saturdays.

On July 1, 2019, SunTran moved from the oversight of the Ocala Marion Transportation Planning Organization (TPO) to the City of Ocala and is now a division of the City's Growth Management Department. All transit system administration, planning and fiscal oversight is conducted by the City's Growth Management Department. The SunTran system's seven fixed bus routes daily operations and maintenance are contracted through a third-party company, (RATPDEV). RATPDEV contracts SunTran's paratransit services through Marion Transit Services (MTS).
Capital assets that SunTran owns, operates, and has a direct capital responsibility comprises the following asset categories:

Rolling Stock
- Fifteen (15) Vehicles for transporting of passengers;
- Five (5) Non-revenue service vehicles for use in its daily operations

Equipment
- One (1) Rotary Lift used for vehicle maintenance

Facilities
- One (1) Maintenance Facility located on the City of Ocala Annex property at 1805 NE 30th Avenue, Building 900, Ocala, Florida
- Two (2) hubs serving as major transfer stations for the fixed-route services, including the Downtown/Central Transfer Station, also known as Ocala Union Station, and the Marion County Health Department Transfer Station.

1.24 Transit Agency Information

City of Ocala – Public Transit Bus System	
Transit Agency Name	SUNTRAN
Transit Agency Address	201 SE 3rd St., 2nd Floor, Ocala , FL 34471
Name and Title of Accountable Executive	Tom Duncan, Transit Administrator - Growth Management

City of Ocala – Public Transit Bus System			
Name of Chief Safety Officer or SMS Executive	Tom Duncan, Transit Administrator - Growth Management Chief Safety Officer/SMS Executive		
Mode of Service Covered by this Plan	Fixed Route; ADA Paratransit	**List All FTA Funding Types (e.g. 5307, 5310,5311)**	5307, 5309, 5339
Mode of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route; ADA Paratransit		
Does the Agency Provide Transit Services on Behalf of Another Transit Agency or Entity?	NO		
Description of Arrangement(s)	N/A		
Name and Address of Transit Agency or Entity for Which Service Is Provided	N/A		

1.3 Plan Development Approval and Certification of Compliance

The City of Ocala certifies that it has established this Public Transportation Agency Safety Plan (PTASP) meeting all requirements of Part 673 by the required deadline from the final rule.		
Name of Entity That Drafted This Plan	City of Ocala Growth Management Transit Division	
Signature of Chief Safety Officer	Signature of Chief Safety Officer	11-18-2020 Date
	Signature of Chief Safety Officer	**Date**
Signature of the Accountable Executive		11/18/2020 Date
	Signature of Accountable Executive	**Date**
Approval by Ocala City Council	Andrea Wilson	11/18/20
	Signature of City Manager	**Date**
Certification of Compliance	FTA CALLED @ 8:51 AM CERTIFIED Name of Individual/Entity That Certified Plan	11/19/2020
	Name of Individual/Entity That Certified Plan	**Date**
Relevant Documentation (Title and Location)	**A copy of the approved Public Transportation Agency Safety Plan (PTASP) is maintained on file in the Growth Management Department Transit Division Office of the Transit Manager/Chief Safety Officer**	

1.31 Plan Development Approval and Certification of Compliance

The City of Ocala Growth Management Department's Transit Manager/City SMS Executive ensures that the Public Transportation Agency Safety Plan is developed, implemented, and maintained in an appropriate and effective manner. The Contract Operator (RATP Dev) with members of the Safety Committee are involved in the process developing/updating the plan, identifying, and assisting with mitigating hazards to include operator assaults.

The Safety Management System operates under a principle of continuous improvement. Therefore, the PTASP will also have ongoing updates as necessary including changes that will be implemented immediately. Any changes in policy, organization, rules, regulations, or operations necessitating plan adjustments are to be accomplished within the established approval guidelines of this plan and require review and approval by the Accountable Executive and/or Chief Safety Officer. All updates to the plan will be recorded on the PTASP activity log of this plan.

1.32 Plan Annual Review and Modification

The City Transit Manager (CSO) and Contract Operator (RATP Dev) will jointly review and update the PTASP by **June 1st of each year**. The process for reviewing and revising the PTASP includes a thorough review of the current PTASP by the Growth Management Department Transit Management Team and the Contract Operator (RATP Dev) with Oversight of SunTran's Operations and Fleet Maintenance Department.

The annual review will include updates as needed to reflect changes in SunTran's organizational structure, procedures, equipment, facilities, and operating environment. At the time of the annual review, participants will also discuss performance targets and any other safety hazards identified previously. The Transit Manager will notify the Florida Transportation Department of Transportation (FDOT) and Marion County TPO staff in writing of any proposed changes to the Public Transportation Agency Safety Plan (PTASP) for review and approval as appropriate prior to making changes.

The Chief Safety Officer will then present the updated PTASP to the Accountable Executive for review and approval. The Accountable Executive will approve and then submit to the City of Ocala City Council for approval and certification of compliance by July 15th of each year. All annual review updates to the plan will be recorded on the PTASP activity log of this plan.

1.33 Plan Review and Modification

Revision Number	Section/Pages Affected	Reason for Change	Date Issued
Original	All document	New Document	November 17, 2020
1		FDOT 2021 Triennial Review Recommendations	July 17, 2021
2	1, 2, 3, 4, 6	Updated FTA Regulations 1. Bipartisan Infrastructure Law Updates 2. Safety Performance Targets Guide	Feb 17, 2022
3	TOC page 4 Position Title Changes page 7 Plan Review Page 9	Annual Updates The City of Ocala's Public Transportation Agency Safety Plans 2025 Updates includes minor updates, and includes	5-15-2025

Revision Number	Section/Pages Affected	Reason for Change	Date Issued
	Updated Measures Page 14 Update Target Page 14 Staff Contact Information page 22 SMS Organizational Chart Page 23 Annual Certification Position Updates Page 26 Updated Measures Page 42 Attachments: • Approval Page • Safety Committee Meetings • SMS Commitment Page • NTD Reports • RATP Dev PTASP • RATP Dev Policy Statement • RATP Dev Safety Management Policy • LYTX System • Monday.com • Florida Administrative Code 14.90	but is not limited to the following. Addition of Approval Page Position and Title Changes Members of the Safety Committee Safety Performance Measures Targets LYTX System Monday.Com System RATP Dev PTASP SMS Commitment Page	
4	Updated Position Change Page 8 Update SMS Organizational Chart Page 23 Update Targets Page 14	Position Change Staff Changes Updated Data	4-20-2026 4-19-2026 4-20-2026

1.4 Safety Objectives and Performance Targets

It is the mission of SunTran to provide safe reliable public transit services to the City of Ocala and its community. To implement the City of Ocala's safety policies, goals and objectives; this plan requires coordination, integration, communication, and cooperation among all directors, managers, supervisors, departments and SunTran employees.

The City of Ocala has set the following performance measures for the Safety Committee to set targets for the safety risk reduction program, as required by 49 U.S.C. 5329(d) and 49 CFR § 673.19(d)(2). Under the new Bipartisan Infrastructure Law requirements, the Safety Committee must establish these targets using a 3-year rolling average of the data the agency submits to the NTD.

In addition to the requirements set forth in the NSP, the safety performance targets for System Reliability correlate to the requisites identified in 49 CFR 625 for the City of Ocala TAM, which is further referenced in the NSP. In accordance with 49 CFR 673, the following Performance Criteria are measured:

1. Major Events
2. Major Events Rate
3. Collision
4. Collision Rate
5. Pedestrian Collisions
6. Vehicle Collisions
7. Fatalities
8. Fatalities Rate
9. Transit Workers Fatalities
10. Injuries
11. Injuries Rate
12. Transit Workers Injuries Rate
13. Assault on Transit Workers
14. Assault on Transit Workers Rate

To define SPT rates, SunTran must first identify its Safety Performance Indicators (SPI). SPIs are specific data points that must be monitored to track the agency's overall safety performance. SPIs illustrate the ability of SunTran to fulfill its SPTs. Data sets that support performance metrics include, but are not limited to:

	National PTASP Numbering	Measure
1	Measure 1a	Major Safety Events
2	Measure 1b	Major Safety Events - Rate per 100,000 Revenue Miles
3	Measure 1	Collisions
4	Measure 1.1	Collisions - Rate per 100,000 Revenue Miles
5	Measure 1.1.1	Pedestrian Collisions - Rate per 100,000 Revenue Miles
6	Measure 1.1.2	Vehicular Collisions - Rate per 100,000 Revenue Miles
7	Measure 2a	Fatalities
8	Measure 2b	Fatalities - Rate per 100,000 Revenue Miles

9	Measure 2.1	Transit Worker Fatalities - Rate per 100,000 Revenue Miles
10	Measure 3a	Injuries
11	Measure 3b	Injuries - Rate per 100,000 Revenue Miles
12	Measure 3.1	Transit Worker Injuries - Rate per 100,000 Revenue Miles
13	Measure 4a	Assaults on Transit Workers
14	Measure 4b	Assaults on Transit Workers - Rate per 100,000 Revenue Miles
15	Measure 5	System Reliability (Mean Distance Between Major Mechanical Failures)

PERFORMANCE INDICATORS		
Safety Performance Target Criteria	**Safety Performance Indicators**	**Description**
Major Events	a). Major Event Rate	This includes all safety and security major events as defined by the NTD.
	b). Collision Rate	This includes all collisions reported to the NTD, divided by VRM.
	c). Pedestrian Collision Rate	This includes all collisions "with a person," as defined by the NTD, divided by VRM.
	d). Vehicular Collision Rate	This includes all collisions "with a motor vehicle," as defined by the NTD, divided by VRM.
Fatalities	a). Fatality Rate	This includes all fatalities as defined by the NTD, divided by VRM.
	b). Transit Worker Fatality Rate	This includes all transit worker fatalities as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Operator," and "Other Transit Staff," divided by VRM.
Injuries	a). Injury Rate	This includes all injuries as defined by the NTD, divided by VRM.
	b). Transit Worker Injury Rate	This includes all transit worker injuries as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Operator," and "Other Transit Staff," divided by VRM.
Assault on Transit Worker	a). Rate of Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD
System Reliability	a). Mean distance between major mechanical failures, by mode	This includes Major Mechanical System failures as defined by the NTD.

For all SPT rates, the total number of events will be multiplied by 100,000 Vehicle Revenue Miles (VRM), then divided by the total number of VRMs traveled in the previous fiscal year.

The formula used in determining the event rate is detailed below:

MODE EVENT RATE = EVENT COUNT X 100,000 VRM
TOTAL NUMBER OF (MODE) REVENUE MILES

Once the actual event rate is established, SunTran will use any of the following strategies to establish the initial SPT per the NSP:
1. Five -Year Trends
2. Number and Rate Reduction
3. Benchmarking

1.41 Fatality Rate

A reportable fatality is a death due to any of the following:

1. Collision, including suicides
2. Fire
3. Hazardous Materials Spill
4. Act of God (i.e., hurricane, earthquake)
5. Other safety events

Fatalities that occur because of illnesses or other natural causes - including individuals who are
found deceased, are not reportable and are thus not required to be measured as part of the Safety
Performance criteria.

1.42 Injury Rate

An injury is defined as harm to a person, requiring that person to be transported from the scene of an incident to a hospital or medical facility for treatment. This includes any damage or harm to persons that requires immediate medical attention away from the scene because a reportable event must be reported as an injury. Reportable events further require monitoring of serious injuries as well as injuries where an individual seeks medical care several hours after an event or in the days following an event. The Injury Rate is thus based on NTD Reporting Criteria.

1.43 Safety Event Rate

A Safety Event also referred to as an Event, is defined as any Accident, Incident, or Occurrence.
The Safety Event Rate by mode is calculated using the following equation:

1.44 Safety Event Rate

Safety and performance of SunTran are collectively dependent, in part, on the condition of its assets. When transit assets are not in the state of good repair, the likelihood of a consequential event occurring increases, as well as the likely impact against the system. Therefore, system reliability metrics illustrate the relationship between safety and asset condition. The data collected for system reliability should support and provide input into The City of Ocala TAM.

1.45 Risk Reduction Performance Targets

SunTran's Safety Committee shall establish performance targets for the risk reduction program using a 3-year rolling average of the data submitted by the City of Ocala to the National Transit

Database under section **5335. 5329(d)(4)(A)**. SunTran shall establish a risk reduction program for transit operations to improve safety by reducing the number and rates of accidents, injuries, and assaults on transit employees based on data submitted to the National Transit Database. 5329(d)(1)(I)

SunTran's risk reduction program shall include:

- Vehicular and Pedestrian Accidents – reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments 5329(d)(1)(I)(i)

- Transit Worker Assaults – the mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators when a risk analysis performed by the safety committee determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers. 5329(d)(1)(I)(ii)

- SunTran's Safety Committee Meetings will meet on a regular basis. See Attachment – Safety Committee Meetings.

National PTASP Numbering	Safety Performance Targets Performance Targets are based on collected data from the previous five years for SunTran.	Safety Performance Targets are based on collected data from the previous five years for SunTran.
Measure 1a	Major Safety Events	0
Measure 1b	Major Safety Events - Rate per 100,000 Revenue Miles	0
Measure 1	Collisions	1
Measure 1.1	Collisions - Rate per 100,000 Revenue Miles	0
Measure 1.1.1	Pedestrian Collisions - Rate per 100,000 Revenue Miles	0
Measure 1.1.2	Vehicular Collisions - Rate per 100,000 Revenue Miles	0
Measure 2a	Fatalities	0
Measure 2b	Fatalities - Rate per 100,000 Revenue Miles	0
Measure 2.1	Transit Worker Fatalities - Rate per 100,000 Revenue Miles	0
Measure 3a	Injuries	0
Measure 3b	Injuries - Rate per 100,000 Revenue Miles	0
Measure 3.1	Transit Worker Injuries - Rate per 100,000 Revenue Miles	0
Measure 4a	Assaults on Transit Workers	0
Measure 4b	Assaults on Transit Workers - Rate per 100,000 Revenue Miles	0
Measure 5	System Reliability (Mean Distance Between Major Mechanical Failures) VRM Failures	19,000

Safety Performance Targets ADA Performance Targets are based on collected data from the previous five years for SunTran.							
Mode of Transit Service	Fatalities Total	Fatalities (per 100,000 vehicle revenue miles (VRM)	Injuries Total	Injuries (per 100,000 vehicle revenue miles (VRM)	Safety Events Total	Safety Events (per 100,000 vehicle revenue miles (VRM)	System Reliability (VRM/failures)
ADA Paratransit	0	0	0	0	0	0	0

1.5 Commonly Used Acronyms

The following acronyms apply to all related information in this manual:

Acronym	Term
ADA	Americans with Disabilities Act of 1990
AE	Accountable Executive
ALARP	As Low as Reasonably Practicable
ASP	Agency Safety Plan (also referred to as PTASP in Part 673)
CFR	Code of Federal Regulations
CONTR	Contractor
CSO	Chief Safety Officer
DIR	Director
CONTR GM	Contractor General Manager
CONTR OM	Contractor Operations Manager
CONTR FM	Contractor Fleet Manager
FAC	Florida Administrative Code
FDOT	Florida Department of Transportation
FTA	Federal Transportation Administration
NSP	National Public Transportation Safety Plan
NTD	National Transit Database
NTSB	National Transportation Safety Board
PTASP	Public Transit Agency Safety Plan (Replaces SSPP)
SA	Safety Assurance
SMS	Safety Management System
SMT	Site Management Team
SRA	Safety Risk Assessment
SRM	Safety Risk Management
SSP	System Security Plan
SSPP	System Safety Program Plan (Replaced by TASP)
TASC	Transit Agency Safety Council
TAM	Transit Asset Management

1.51 Definitions of Terms Used in the Agency Safety Plan

The following definitions apply to all related information in this manual.

Accident – an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transit vehicles; an evacuation for life safety reasons; at any time, whatever the cause.

Accountable Executive –a single, identifiable person who has ultimate responsibility for carrying out the agency's Public Transportation Agency Safety Plan (PTASP) and Transit Asset Management Plan (TAMP); and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAMP, in accordance with 49 U.S.C. 5326.

Audit – an examination of records and related materials, including, but not limited to, those related to financial accounts.

Chief Safety Officer or SMS Executive- an adequately trained individual who has the responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.

Contractor –entity that provides operations or maintenance services to a transit agency under a contract and is accountable on the terms of the contract.

Corrective Action Plan – a plan developed by recipient that describes the actions the recipient will take to minimize, mitigate, correct, or eliminate risks and hazards, and the schedule for taking those actions. Either a State Safety Oversight Agency (FDOT), or FTA may require SunTran to develop and carry out a corrective action plan.

Equivalent Authority –an entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.

External Service Provider – performs operations, maintenance, safety, or risk management services related to transit service delivery from outside a recipient's immediate organizational structure and work is performed under an inter or intra governmental agreement, statute or regulation, not a contract.

Event – any Accident, Incident, or Occurrence.

Florida Department of Transportation (FDOT) – state agency that administers rules and regulations as outlined in Florida Administrative Code Chapter 14-90

Florida Administrative Code Chapter 14-90 – is the official compilation of the administrative rules and regulations of state agencies that outlines state law regarding bus systems specific to operational, maintenance, and safety rules concerning public transportation.

Hazard – any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of the transit system or damage to the environment.

Hazard Report – a report filed regarding a hazard identified in the workplace.

Incident - an Event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the transit agency.

Investigation – the process of determining the casual and contributing factors of an accident, incident or hazard for purpose of preventing reoccurrence and mitigating risk to the lowest manageable level practicable.

National Public Transportation Safety Plan – a plan to improve the safety of all public transit systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Near Miss – a safety event where conditions with potential to generate an accident, incident, or occurrence existed, but where an accident, incident, or occurrence did not occur because the conditions were contained by chance or by existing safety risk mitigations.

Near Miss Report – a report filed from a narrowly avoided collision or other accident.
Occurrence - an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of the transit agency.
Operator –a public transportation system provider of public transportation as defined under 49 U.S.C. 5302.
Performance Measure –an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets as prescribed by the National Public Transportation Safety Plan for the following: 1) fatalities; 2) injuries; 3) safety events; and 4) system reliability
Performance Target – a specific quantifiable safety performance level related to safety management activities established in the National Public Transportation Safety Plan (NSP)
Public Transportation Agency Safety Plan (PTASP)– a documented comprehensive agency safety plan as required by 49 U.S.C. 5329 and Part 673.
Recipient – a State or local government authority, or any other operator of public transportation that receives financial assistance under 49 U.S.C. Chapter 53. The Ter, "recipient" includes State Safety Oversight Agencies.
Recordable Injury – Injury resulting in lost time at work.
Reporting Manager – An employee's direct supervisor.
Risk – the composite of predicted severity and likelihood of the potential effect of a hazard
Risk Assessment - – a systematic study or examination and determination of a hazard to establish the significance or value of the risk.
Risk Mitigation – a method or methods to eliminate or reduce the effects of hazards to its lowest manageable level practicable.
Root Cause – The exact cause of an incident or accident where had the root cause found not to be present, the accident or incident would not have happened.
Safety Assurance – the processes within the transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation; and to ensure that the transit agency meets or exceeds its safety objectives and activities through the collection, analysis, and assessment of information.
Safety Management Policy – the transit agency's documented commitment to safety, which defines the agency's safety objectives and the accountabilities and responsibilities of its employees regarding safety.
Safety Management System – the formal, top-down organization-wide approach to managing safety risk and assuring effectiveness of the agency's safety risk mitigation. SMS includes effective systematic procedures, practices, and policies for managing risks and hazards.
Safety Performance Target – a performance target related to safety management activities.
Safety Promotion –a combination of training and communication of safety information to support SMS policy and procedure practices throughout the transit agency as applied to the agency's public transportation system.
Safety Review - an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.
Safety Risk Management – a process within the transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious Injury – an injury which (1) requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves an internal organ; or (5) involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.
Small Public Transportation Provider – means a recipient or sub recipient of Federal financial assistance under U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.
State of good repair –the condition in which a capital asset can operate at a full level of performance.
State Safety Oversight Agency – an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329€ and the regulations set forth in 49 CFR part 659 or 49 CFR part 674.
SunTran – the City of Ocala's Fixed Route/ADA public transportation system serving the City of Ocala and Marion County, Florida
Transit Agency –an operator of a public transportation system
Transit Asset Management (TAM)– the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, costs over their life cycles, for purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
Transit Asset Management Plan (TAMP) – a plan developed for SunTran pursuant to 49 CFR part 625 that includes, at minimum, capital asset inventories and condition assessments, decision support tools, and investment prioritization.

SECTION 2: Safety Accountability and Responsibilities

The City of Ocala establishes the necessary authorities, accountabilities, and responsibilities for the management of safety among the following individuals: City of Ocala Transit Agency (SunTran), the awarded Contractor for Operations and Fleet Maintenance (RAPT Dev), and members of the Safety Committee, as they relate to the development and management of SMS.

The Safety Committee consist of an equal number of frontline transit worker representatives and SunTran management representatives. Each functional area provides distinct roles and carries out specific safety management responsibilities to ensure the protection of passengers, employees, the community served and City of Ocala property.

All employees at all levels are expected to conduct work in the safest manner possible in accordance with approved site procedures and policies that enhances employee health and safety. Active employee engagement in the promotion and safe reporting of hazards is paramount to the SMS Framework and the success of the City's Public Transportation Agency Safety Plan (PTASP) at both the City level and Contractor level. The Contractor's Key SMS Staff is responsible for implementing SMS processes outlined in the City of Ocala's PTASP fostering a safety culture that promotes safety awareness, training and encourages effective employee safety reporting and communication. The

Contractor will perform Safety Assurance activities, including documentation, internal controls, monitoring and auditing of their departmental compliance with the PTASP and other supporting programs, plans and procedures. The Contractor is also responsible for identifying and reporting all safety hazards to the Chief Safety Officer working together to develop and implement strategies to eliminate and/or mitigate hazard risk to the lowest level practicable.

The SMS Safety Council is the driving force for ensuring that reported safety items are appropriately addressed, concluded and tested. The City of Ocala Transit Manager and the Contractor (RAPT Dev) General Manager will also implement and use safety committees to review and evaluate SunTran's safety- related processes, activities, and issues.

2.1 SMS Organizational Structure and Roles and Responsibilities

The City of Ocala has developed an SMS organizational structure for SunTran that ensures effective and efficient operation of the Public Transportation Agency Safety Plan (PTASP) and gives assurance that, with visible and explicit support from executive management and through an open communication system for employee safety reporting, all staff will have a proactive role in fostering a safety culture that promotes Safety as its number one (1) priority.

2.11 City of Ocala SMS Key Staff Roles and Responsibilities

(Accountable Executive) - City Growth Management Department Transit Administrator

The City of Ocala Growth Management Transit Administrator has been designated as the Accountable Executive for the Public Transportation Agency Safety Plan (PTASP) and meets the requirements specified in 49 CFR Part 673.5 and 673.23(d)(1). The Administrator is accountable for ensuring that the PTASP is effectively implemented throughout the SunTran transit system, and ensuring action is taken, as necessary, to address any substandard safety performance in SunTran's PTASP. The Administrator may delegate specific responsibilities, but the ultimate responsibility and accountability for the implementation and maintenance of the Public Transportation Agency Safety Plan (PTASP) and Transit Asset Management (TAM) Plan for SunTran; with control or direction over the human and capital resources needed to develop and maintain both the PTASP in accordance with 49 USC 5329; and the TAM Plan in accordance with 49 USC 5326; rests with the Administrator.

(Chief Safety Officer/City SMS Executive) - City Growth Management Transit Manager

The Accountable Executive has designated the Growth Management Department Transit Manager as the City's Chief Safety Officer (CSO) / SMS Executive who has authority and responsibility for development of SMS policies and procedures and day-to-day implementation and operation of the City's PTASP. The Transit Manager holds a direct line of reporting to the Transit Administrator and will assist in ensuring that resources are available to achieve the outcomes of the SMS. The Chief Safety Officer/City SMS Executive has key responsibility to include but not limited to the following:

- Full implementation of the SMS across the SunTran Transit System reviewing and updating the PTASP at least annually
- Provide guidance of SMS processes to all delegated City staff that have line and technical management responsibilities for SunTran under the SMS
- Ensure integration with Public Safety and Emergency Management personnel that have input into, or output from the SMS for emergencies and abnormal operations and return to normal operations developing plans and procedures in support of the transit system's public safety and emergency management activities
- Develop criteria and establish the provision and use of performance measure dashboards to monitor SMS safety performance targets and overall Operations and Fleet Maintenance activities for SunTran with collaborative support from the Contractor (RATP Dev) identified Key SMS employees.

See Attachment Safety Committee.

2.12 Contractor SMS Key Staff Roles and Responsibilities

(Site SMS Executive) - General Manager

The General Manager has been designated as the Site SMS Executive and is responsible for providing strategic direction and leadership in accordance with the City's PTASP assuring full compliance from all contractor level employees in accordance with all rules and regulations outlined in the PTASP and the City of Ocala's contractual agreement for Operations and Fleet Maintenance of SunTran's transit system.

The General Manager in coordination with members of the Safety Committee are responsible for ensuring accountability for SMS performance at the highest level and throughout the agency to meet all safety performance objectives outlined by the City of Ocala (Suntran) Transit System and that appropriate allocation of resources are available (i.e. funding, staffing, training materials, etc.).

The Site SMS Executive has key responsibility to include but not limited to the following:

- Ensure safety information moves up, down, and across the agency
- Effectively communicate roles and responsibilities to all relevant individuals with support from the City of Ocala and Corporate Regional Executive(s)
- Ensure that all system changes are evaluated, coordinated, documented and approved by the Chief Safety Officer in compliance with the risk management and safety assurance processes adopted within the PTASP
- Ensure that all employees will be adequately trained in safety performance and awareness fostering a culture where Safety is number one (1) priority
- Ensure that the employee safety reporting program component is implemented without reprisal.

See Attachment Safety Committee.

(SMS Manager / Site Operations Safety Liaison) - Operations Manager

The Chief Safety Officer has appointed the Contractor Operations Manager (CONTR OM); having ***subject matter expertise*** in SMS implementation, day-to day operation of SMS, and the tools and activities required for SMS documentation; as the SMS Manager to assist with the development of the Public Transportation Agency Safety Plan (PTASP) and provide assistance for the implementation phases of the PTASP for the City and at the site level. The SMS Manager has key responsibility to include but not limited to the following:

- Assist the City Chief Safety Officer with the three SMS Implementation Phases (Phase 1 – Planning, Organization and Policy Development, Phase 2 - Safety Risk Management and Phase 3 – Safety Assurance)
- Draft the Public Transportation Agency Safety Plan (PTASP) and other safety policy documents related to SMS implementation for the City of Ocala and Contractor (RATP Dev)
- Establish criteria and guidance for the activities and tools for hazard identification and analysis at the site level
- Develop hazard identification, analysis, safety risk evaluation and mitigation documentation; and develop and deliver training to relevant personnel at site level
- Assist with development of SunTran's employee safety reporting program
- Assist with development of safety performance monitoring and measurement tools and activities and provide periodic reports on safety performance advising senior management on safety matters

- ❖ Maintain all SMS safety management documentation
- ❖ Plan and organize safety training and
- ❖ Assist with Transit Agency Safety Council / Safety Committee planning

In addition, the Operations Manager as Site Operations Safety Liaison will provide department leadership in the implementation, operation, and performance of all SunTran Operations SMS activities in compliance with the PTASP with assistance from the Site Safety Officer and other Dispatch personnel.

(Site Fleet Safety Liaison) - Maintenance Manager

The Maintenance Manager as Site Fleet Safety Liaison will provide department leadership in the implementation, operation and performance of all SunTran Fleet Maintenance SMS activities in compliance with the PTASP with assistance from the Site Safety Officer. The Maintenance Manager will manage and coordinate function related reporting, monitoring and auditing of the Maintenance department ensuring that safety measures and procedures are in place for system reliability.

(Site Safety Officer) – Dispatch Supervisor

The Site Safety Officer will assist the SMS Manager/Operations Manager with the Safety Risk Management and Safety Assurance components at the site level ensuring that appropriate safety procedures and guidelines are followed for evaluating and mitigating safety hazards to the lowest level reasonably practicable. The Safety Officer will also serve as chairperson for the Site Safety Committee and will conduct field observations.

Supervisors

Supervisors are tasked with familiarizing employees under their supervision of all safety requirements and hazards associated with the work to be performed through open communication and training. They will work and collaborate with the Safety Officer and Department Managers responding to identified hazards and incidents that impact safety performance and targets and assist with risk mitigation to eliminate and/or minimize the risk to the lowest level reasonably practicable.

Frontline Employees

All employees are required to become familiar with the safety procedures for their assigned work activity and adopt a culture where safety is priority. Employees are expected to perform their work safely and call attention to hazards that may impact that safety performance. All mishaps and incidents must be reported to the immediate Supervisor and/or Safety Liaison in accordance with established requirements for the protection of themselves, co-workers, customers, facilities, and equipment.

2.13 SMS Safety Council/Committee Roles and Responsibilities

Transit Agency Safety Council - TASC

The Transit Agency Safety Council (TASC) is comprised of key staff from both the city level and contractor level that have the capability to employ multiple disciplines for SunTran; having access to high level budgeting solutions; to meet and mitigate hazards to the lowest level reasonably practicable. The council will work to develop action plans to ensure adequate resources are available to achieve the outcomes of SMS. TASC meetings will be held monthly (or as often as needed).

Safety Committee

SunTran will establish a Safety Committee that is convened by a joint labor–management process and that consists of an equal number of frontline employee representatives and management Representatives per 49 U.S.C § 5329(d)(5)(i) and 5329(d)(5)(A). The Safety Committee will bring Contractor level management and employees together to achieve and maintain a safe, healthy workplace.

2.14 SunTran's SMS Key Personnel Contact Information

City of Ocala SMS Key Personnel

Name	Position/SMS Role	Contact Information
Tom Duncan	Transit Administrator - Growth Management SunTran 201 SE 3rd Street, 2nd Floor, Ocala	(352) 209-1771

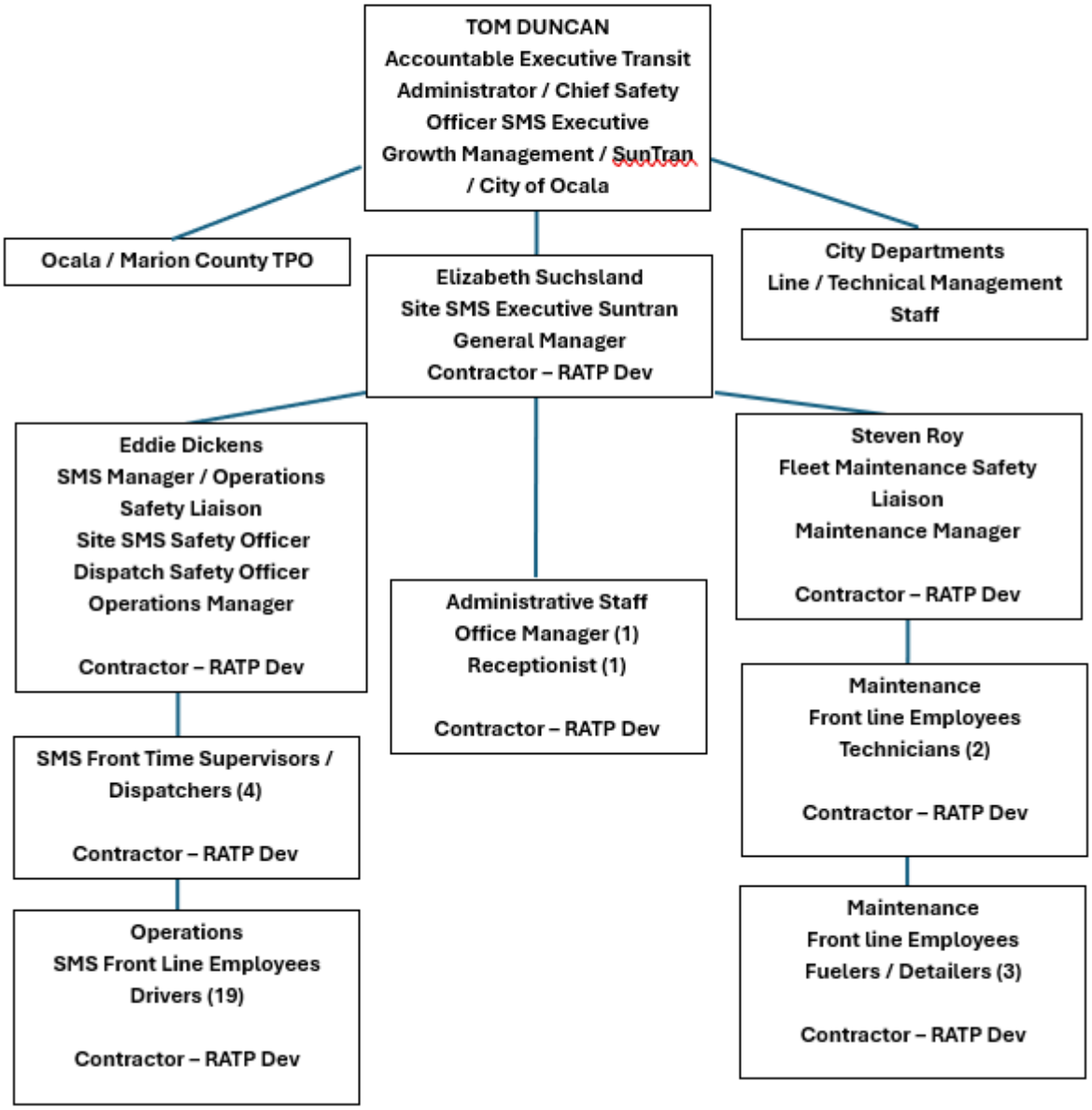
Contractor (RATP Dev) SMS Key Personnel

Name	Position/SMS Role	Contact Information
Elizabeth Suchsland	General Manager / SMS Site Executive 1805 NE 30th Ave, Building 900, Ocala	(352) 401-6939
Eddie Dickens	Operations Manager/SMS Manager/SMS Operations Safety Liaison 1805 NE 30th Ave, Building 900, Ocala	(352) 401-6958
Steven Roy	Maintenance Manager/SMS Fleet Safety Liaison 1805 NE 30th Ave, Building 900, Ocala	(352) 401-6746
Eddie Santiago	Dispatch Supervisor/SMS 1805 NE 30th Ave, Building 900, Ocala	(352) 401-6475
Gary Simpson	Bus Operator 1805 NE 30th Ave, Building 900, Ocala	(786) 897-7713

2.141 Safety Committee Responsibilities

- Approving the ASP and any updates to the ASP
- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment [49 U.S.C § 5329(d)(5)(A)(iii)]
- Identify mitigations or strategies that maybe ineffective, inappropriate, or were not implemented as intended [49 U.S.C § 5329(d)(5)(A)(iii)]
- Identifying safety deficiencies for purposes of continuous improvement [49 U.S.C §5329(d)(5)(A)(iii)]
- Establishing performance targets for the agency's risk reduction program
- The committee will review and jointly evaluate all safety hazards reported and make recommendations to improve safety. Meetings will be held bi-monthly (or as often as needed) and may include program reviews, injury reviews, and reviews of employee concerns.

SunTran's SMS Organizational Chart



SECTION 3: Safety Management Policy

3.1 Introduction

Component 1 of the SMS structure is the **Safety Management Policy**. The Safety Management Policy is the keystone of SunTran's SMS and it provides direction for effective Safety Risk Management, Safety Assurance, and Safety Promotion. **Per 49 CFR 673**, SunTran must establish the following sub-components of the Safety Management Policy including the new requirements as listed in the **Bipartisan Infrastructure Law changes to 49 U.S.C § 5329(d)**:

- 673.23(a) Safety Management Policy Statement.
- 673.23(a) Organizational Accountabilities and Responsibilities.
- 673.23(b) Employee Reporting Program
- 673.11(6)(b) Integration with Public Safety and Emergency Management
- 673.23(d) Accountabilities and Responsibilities
- 673.31 Documentation and Recordkeeping

The Safety Management Policy thus assists the City of Ocala in assuring management's involvement and commitment to the SMS and agency-wide safety improvement by laying out the policies and procedures required to carry out the SMS. This is only accomplished through a clearly defined statement that defines the organizational structures, effectively identifies accountabilities and SMS planning efforts.

SunTran's Safety Management policy will be communicated throughout the organization.

See Attachment SMS Commitment Page.

3.2 SunTran's Management Policy Statement

The City of Ocala is committed to providing a safe, comfortable, and accessible transit service as a viable means of mobility to the citizens and visitors of Ocala/Marion County. Safety is the number one (1) priority and is a core value to SunTran. To ensure the highest level of safety performance, the City of Ocala will implement, develop and improve strategies, management systems, and the processes to ensure that all our activities uphold to the highest level of safety performance.

We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledge that safety is paramount always. Delegated Executive Management will lead all transit service activities, from project planning through operations and maintenance with a balanced allocation of organizational resources to support this goal. Any outside contractor who is in service to SunTran has the duty to adhere to the City's Public Transportation Agency Safety Plan (PTASP); to recognize, report and correct hazards; to work in a safe manner; to promote safety awareness; and to actively assist in accident prevention.

All levels of management and all employees are accountable for the delivery of the highest level of safety performance, starting with the Director of Growth Management. The Transit Manager is responsible for ensuring that all employees and contractors will support safety management by ensuring that hazards are identified and reported and that all reasonable steps are taken to perform activities established as part of the Safety Management System (SMS). Each department manager is also responsible for implementing the SMS in their

transit area of responsibility and actively support and promote the SMS ensuring staff compliance with all processes and procedures. We will also work to ensure that all frontline transit employees are provided with adequate and appropriate safety information and training and are competent in safety matters.

For passengers and employees of SunTran, the city will minimize the safety risk associated with transit service to its lowest level practicable and whenever possible, exceed legislative and regulatory requirements and standards. We will foster an open communication system whereby employees at all levels are encouraged to report all safety hazards and concerns without fear of reprisal.

The City of Ocala has established safety performance targets for SunTran to help measure the overall effectiveness of its processes and ensure the transit system meets the City's PTASP safety objectives. The city will evaluate ongoing SunTran's SMS performance by analyzing key safety performance indicators, reviewing inspections, investigations and corrective action reports, and auditing the processes that support the SMS which will become the basis for revising or developing safety objectives, safety performance targets and plans with the goal of continuous safety improvement.

The City of Ocala will:

- Provide appropriate resources to comply with all federal, state, and local safety-related requirements, rules, and standards for development and implementation of SMS activities within the Public Transportation Agency Safety Plan (PTASP).

- Enhance hazard identification and analysis, and safety risk evaluation activities to include: (1) establish and measure our safety performance against realistic, data-driven safety performance indicators and targets; (2) develop an employee safety reporting program that supports continuous improvement and (4) ensure externally supplied systems and services meet all transit safety performance standards.

- Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program (unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures).

The SMS Executive Management Team for (SunTran) hereby adopts the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation. All rules, regulations, policies, guidance, best practices, and technical assistance administered will, to the extent practical and consistent with legal and other applicable requirements, follow the principles and methods of SMS.

The signatures in this section attest that this plan is understood, accepted and approved; and that the Key SMS Management Team is fully committed to implementing SMS through the City's Public Transportation Agency Safety Plan (PTASP) and achieving its safety goals and objectives.

See Attachment for Signatures

SIGNATURE	TITLE	DATE
	Accountable Executive Transit Administrator	
	Chief Safety Officer/SMS Executive Transit Administrator	
	SMS Site Coordinator	

	Contractor General Manager Signature	
	SMS Executive Contractor Regional Manager Signature	

Annual Safety Certification and Adoption

Date: XXXX
Name: City of Ocala
SunTran
Address: 1805 NE 30th Avenue
Building 900
Ocala, FL 34470

In accordance with FTA 49 CFR Part 673 Final Rule, the bus system named above hereby adopts and certifies to the following:

1. The adoption of the City of Ocala Safety Management System (SMS) for calendar year 2025-2026

2. Compliance with adopted standards of the Public Transportation Agency Safety Plan (PTASP), for calendar year 2025-2026

3. Performance of safety inspections on all buses operated in accordance with Rule 14-90.009, for calendar year 2025-2026

Signature: _____
Name: Peter Lee
Title: City of Ocala, City Manager

Signature: _____
Name: Tom Duncan
Title: Transit Administrator • Growth Management/SunTran

3.3 Safety Management Policy Communication

In accordance with 673.29(b), the City of Ocala will ensure that all employees are aware of any policies, activities, and procedures that are related to their safety-related roles and responsibilities. Employee engagement is crucial to a functioning Safety Management System. All employees and contractors will support safety management by ensuring that hazards are identified and reported.

The City of Ocala (SunTran) recognizes that communication is the essential component to the promotion of its safety objectives, target and safety culture and will use a variety of methods to communicate issues important to the operation of the SMS. The Public Transportation Agency Safety Plan (PTASP) will be made available to all employees and will be maintained and kept in an accessible electronic file and in hard copy format by Key SMS Personnel in locations accessible to all employees under their supervision and management.

Additionally in accordance with 49 U.S.C § 5329(d)(1)(H), SunTran shall establish a comprehensive staff training program for the operations and maintenance personnel and personnel directly responsible for safety of the recipient that includes the completion of a safety training program, continuing safety education and training, and **de-escalation training**.

3.31 Safety Management Policy Communication Methods

Communication systems will be put in place to enable greater awareness of SunTran's safety objectives and performance targets as well as provide on-going safety communication from top, down and across the agency. This strategy will complement existing safety communication channels to make everyone aware of SMS-related safety issues and their roles and responsibilities related to those issues.
Safety communication will comprise both internal and external communication tools/venues to include face to face meetings and interactions, posting and/or distribution of bulletins, department notices, and memoranda. All posted information can be found at a central location in each department area easily accessible to employees. Other communication methods include posters, signs, brochures, training materials, rule books, and operating procedures.

3.311 Internal Communication

SunTran's comprehensive employee safety communication program includes the following elements:

- Initial SMS Training for all existing employees and new hires with signed acknowledgement
- Regular Employee Bulletin Board Announcements and Safety Alerts
- Intranet/Telephone and/or Email Communications
- Regular safety meetings and/or training sessions
- Safety advisories (local and corporate)
- Facility/department safety inspections and audits with written reports and follow-up responses to employees as appropriate

3.312 External Communication

The City of Ocala recognizes that certain information may not be appropriate for external communication to the public unless required by federal, state or local regulations.
Therefore, any information regarding general SMS operation and specific risks identified will only be communicated to the appropriate governing body in consultation with Risk

Management/Accountable Executive/ Chief Safety Officer and other City Administrator entities where appropriate.

3.4 Employee Safety Reporting Program

The City of Ocala understands that SMS is dependent upon ongoing management commitment to communication. One of management's most important responsibilities under SMS is to encourage and motivate others to want to communicate openly, authentically and without concern for reprisal.

The City of Ocala and its Contract Provider (RATP Dev) communicates safety and safety performance information throughout SunTran that conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program, among other information.

All employees have the responsibility to report any adverse safety conditions; events or acts; any observed or foreseeable hazards; and any safety concerns. Employees may report via the following methods:

- Reporting directly to a Key SMS staff member of their own area or another area
- Reporting directly to the Department Manager
- Reporting directly to the Dispatch Safety Committee Chairperson
- Reporting directly to the General Manager and or City Transit Manager
- Reporting via email, text, voice or written document to any of the above
- Reporting directly (in person) to the immediate supervisor

All employees also have the option of reporting anonymously at any time. Employees who do not report anonymously will receive feedback from the key SMS staff member in their area as to the disposition of the report.

Any person receiving a report of a hazard will immediately notify the key SMS staff member in his or her department.

All reports will be documented and investigated in a timely manner. All Hazards determined to be unacceptable and undesirable by the Safety Liaison for the Operations and/or Fleet Maintenance Department will be referred to the City Transit Manager/Chief Safety Officer and Contractor General Manager/SMS Executive to ensure it is addressed immediately with mitigation or elimination. The hazard will be tracked by the SMS Manager and the corrective action plan will be monitored through full resolution by the designated SMS Executive and FDOT when appropriate. (Further outlined in Part II Section 5 Safety Risk Management Process).

3.41 Employee Protected – Self Reporting

The following self-reported (employees committing violations and subsequently reporting themselves to management) violations can be reported as an initial instance without disciplinary action:

- Traffic Signal violations not resulting in an accident, injury or damage to property.
- Failure to report an adverse event immediately, but within 4 hours of occurrence. All information connected to the investigation of the reported event will fall under this protection
- Hours of Service violations.
- Reporting a safety concern that investigation reveals is not valid.
- Failure to wear proper PPE.

- ❖ Operating a revenue vehicle without proper equipment and uniform, including carrying the CDL on the employee's person.
- ❖ Fatigue that presents an unacceptable hazardous condition if duties are continued.

A second instance of a self-reported violation will be evaluated by SunTran's General Manager or the appropriate Department Manager to determine if circumstances warrant disciplinary action.
A third instance of the same violation will result in disciplinary action, whether self-reported or not.

3.42 Employee Unprotected - Self Reporting

No willful violations will be subject to self-reporting protections. This includes but is not limited to any violations of Drug and Alcohol policies or requirements, criminal acts, or failure to report any criminal acts immediately.

3.5 Integration with Public Safety and Emergency Management

The Emergency Management Division of the Marion County Sheriff's Office is Marion County's lead agency for coordination of emergency and disaster response activities to ensure a cooperative effort in response to all aspects of disasters. The Emergency Management Division is responsible for developing and coordinating programs that protect the public's health and safety from large scale hazards and natural disasters. Emergency management's objective is to provide a comprehensive and aggressive emergency preparedness response, recovery, and mitigation program to save lives, protect property and reduce the effects of disasters in Marion County.
The City of Ocala and Marion County Comprehensive Emergency Management Plan (CEMP) provides a framework that allows staff to plan, prepare for and respond to disaster events. The CEMP also lays out the purposes necessary to allow the Ocala community to recover from a wide range of disasters that adversely affect health, safety, or general welfare of Ocala residents. The City's CEMP is required to integrate with the State of Florida's Plan so that all efforts complement each other's. Per Marion County's Comprehensive Emergency Management Plan (CEMP), the Marion County Transit Services is the lead agency for any type of transportation emergency support. However, The City of Ocala and SunTran system is trained and ready to provide transportation support as needed.

Marion County Emergency Management will coordinate emergency operations Countywide to ensure a cooperative effort in response to all aspects of disasters. The objectives of the plan include:

- ❖ Minimize suffering, loss of life, personal injury, and damage to property resulting from emergency and disaster conditions
- ❖ Minimize disaster related material shortages and service system disruptions which would adversely affect the City's residents and economy
- ❖ Provide immediate relief for our community and enhance short and long-range recovery following a disaster; and
- ❖ Provide training and support to enable City personnel to respond adequately to disastrous situations.

Periodic exercises, drills, and training sessions will occur to test the City's department plans, to assure that all personnel and departments are familiar with the CEMP and assure that the CEMP remains valid and effective.

SunTran's Contractor (RATP Dev) General Manager and Management Team will coordinate and plan the activities for emergency and disaster response involving the City of Ocala's transit services.

3.6 SMS Plan Documentation and Recordkeeping

The City of Ocala understands the importance of continuous monitoring and reporting of the status of the SMS program. At all times, the City of Ocala/(SunTran) maintains documents that set forth and support its Public Transportation Agency Safety Plan, including implementation of SMS and results from SMS processes and activities that are included in whole, or by reference, that describe the programs, policies, and procedures that the City of Ocala uses to carry out the PTASP. The City of Ocala maintains these documents for a minimum of three years.

In addition to any documents or records required elsewhere by Part 673, SunTran maintains perpetually records of:

- Safety risk mitigations developed in accordance with 673.25
- Results from SunTran performance assessments as required under 673.27; and
- Employee safety training taken for purposes of compliance with this part and in accordance with the requirements of **49 CFR 673.**

In accordance with the City's PTASP, the Contractor SMS Manager is responsible for the maintenance of the documentation for SunTran's Safety Risk Management Process and Safety Hazard and Risk Assessment Log for the transit site. Each month, a report will be submitted to the Contractor General Manager and City Transit Manager on the status of SMS deficiencies and failure; corrective actions for SMS gaps identified; and internal control department safety audits and corrective actions. The Site SMS Executive/Contractor General Manger will provide a monthly status summary to the Chief Safety Officer/City Transit Manager on issues needing immediate attention regarding SMS compliance, including unacceptable or undesirable hazards, and resource allocation for corrective action. (Plan documentation and recordkeeping is further described in Section 5.5).

The PTASP will be kept in electronic as well as hard copy format and will be readily available for access upon request by the FTA, other Federal entities as required, the Florida Department of Transportation (FDOT), Marion County TPO and all SunTran transit personnel.

SECTION 4: Safety Risk Management Process

4.1 Introduction

The City of Ocala has established a Safety Risk Management (SRM) process for all elements of its public transportation system including employees, contractors, infrastructure, vehicles and equipment, revenue and non-revenue service activities as well as collaborations with emergency management personnel (i.e. first responders or other local agency employees). All management, staff, contractors, and suppliers are required to implement safety risk management methodology and safety and system assurance throughout the planning, testing, and operational phases of public transportation projects. Safety Hazards that cannot be eliminated are to be controlled by mitigation to the level that is "as low as reasonably practicable" (ALARP). Safety Risk hazard identification and resolution is a system process managed by the City's Transit Manager/ Chief Safety Officer (CSO) with assistance from the Contractor SMS Site Manager for (RATP Dev) and other Key SMS Organizational staff. The City's Transit Manager/Chief Safety Officer with support from the Transit Agency Safety Council (TASC) and Contractor Key SMS Staff will conduct formal analyses for all identified safety hazards resulting from system audits, operational or other changes, safety analysis in design and procurement contracts to include the following:

Identification of potential/existing safety hazards

- Assessment of severity and probability of occurrence/reoccurrence of each potential safety risk
- Timely awareness of safety hazards for those who must resolve them
- Ability to track and control safety risks through all phases of a project's life cycle; and
- Formal Safety and Security Certification where applicable

The SRM component is comprised of the processes, activities, and tools necessary to identify and analyze hazards and evaluate safety risks in its operations and supporting activities. The City of Ocala recognizes the need to ensure use of both a proactive (i.e., employee safety reporting) and reactive (i.e., safety event investigation) approach to the reporting and investigation of safety hazards and the need to carefully examine whether the agency has taken sufficient precautions to minimize the harm, or if further mitigations are necessary. Safety hazard identification, assessment and mitigation is the core element of the City's PTASP, requiring timely correction of unsafe conditions, ideally before serious accident, injury or damage occurs. The methodology employed by the formal SMS process for safety hazard identification and risk management of resolution allows the City of Ocala to examine how organizational factors such as (i.e,. allocation of resources, established operational procedures, frontline supervision and training, and human performance issues) contribute to incidents, accidents, and near miss occurrences. SMS builds on this experience by increasing the focus on safety hazard identification across the agency and broadening the scope of safety data collection and assessment, promoting, and fostering a safety culture that encourages proactive safety reporting and safety risk management.

The Safety Risk Management process is comprised of the following activities each having specific procedures and accountabilities to ensure that the safety hazard has been mitigated to the level "as low as reasonably practicable".

- Identification, analysis, and evaluation of safety hazards,
- Safety risk assessment
- Safety risk mitigation, and
- Documented system SRM tracking
- Strategies to minimize exposure to infectious diseases, consistent with Centers for Disease Control and Prevention or State health authority guidelines

The following outlines in detail the established criteria for each of the above listed activities to identify, evaluate and prioritize the safety risk associated with potential consequences; and is committed to the allocation of resources necessary to address the potential consequences of these hazards.

4.2 Safety Hazard Identification and Analysis

The City's objective of hazard identification and risk assessment is to identify and define hazardous conditions likelihood and enter them into the hazard mitigation process before those conditions or associated actions cause or contribute to an accident. Although it is virtually impossible for the City to identify every hazard, there are two basic time-tested methods used for orderly identification of hazards: inductive and deductive.
The inductive hazard identification method consists of an analysis of system components to identify their respective failure modes and the effects they will have on the total system. This method assumes the failure of single elements or events and, through analysis, determines the potential consequential effects on the system or subsystem. The City of Ocala uses

inductive hazard identification at the onset of new capital projects to ensure that potential, but not yet realized, hazards are addressed.

Techniques commonly used for inductive hazard identification include:

- Preliminary Hazard Analysis (PHA)
- Sub-System Hazard Analysis (SSHA)
- Operating Hazard Analysis (OHA)

The deductive hazard identification method involves defining an undesired effect or event (e.g., collision, derailment, or fire) and then deducing the possible conditions or system component faults (or combinations thereof) which are necessary to cause the undesired effect or event. The technique most commonly used for deductive hazard identification is Fault Tree Analysis.

Conversely, accident analysis is an example of deductive identification of hazards that have been physically realized. SunTran deduces from the accident and the circumstances of the accident how the mitigation of hazards could take place.

4.3 Methods of Safety Hazard Identification

Every employee is required to report all hazard or unsafe conditions to his/her Supervisor, Department Manager or other appropriate authority as defined in the PTASP. However, employees may also communicate the identification of a potential hazard directly to the City's Transit Manager/CSO or any safety staff member verbally or in writing or by communicating through other established communication channels within the Employee Safety Reporting Program. The City of Ocala defines **hazard** and **risk** as the following:
Hazard – (*any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of the transit system or damage to the environment*).
Risk - (*the composite of predicted severity and likelihood of the potential effect of a hazard*)
Safety hazards may be identified using different internal and external sources such as those listed in the following table. SunTran applies risk assessment criteria to the identified hazards based on their estimated severity and likelihood of occurrence to determine acceptance of the risk or need for corrective action to further reduce the risk to the lowest level reasonably practicable.

(*This table is intended to illustrate typical activities and is not intended to be all inclusive*).

Table 1 Typical Safety Hazard Identification Activities and Schedule

Activities	Schedule
Conduct formal analyses prepared and submitted by contractors	As required by contract
Conduct informal observations, inspections and analyses	Daily
Conduct design reviews as part of design process	As required by contract
Field inspections and observations during project construction and testing	Daily during project duration
Field observations and inspections of regular and special operations	Daily
Review of control logs, operations records and reports	Daily & Monthly Reporting
Review maintenance activities, reports and records	Daily & Monthly Reporting
Rules Compliance activities	Daily

Review and investigate employee and passenger observations and complaints	Daily
Perform safety trends analysis	Daily & Monthly
Perform investigations of hazards, adverse advents, close calls (near misses) and safety reports	As required
Formal inspections and audits	Per inspection and audit cycle
Review external agency reports and recommendations	As required
Participate in and conduct peer reviews of other transit properties	As required
Safety Committee, Drivers' and All Staff Meetings	Monthly

For SunTran, most safety hazards typically are identified in the field and reported to Dispatch and are entered on a Daily Operations Log completed by the Dispatch Supervisor on Duty. These hazards are addressed immediately by the responsible departments through established plans, protocols and procedures and corrective measures and ***do not require entry*** onto the Safety Hazard and Risk Assessment log as indicated in this plan.

Safety hazards which are not resolved at the operating, maintenance or other front-line department level are appropriately reported to and investigated by the affected Operations or Fleet Maintenance department SMS Safety Liaison. If the Department Safety Liaison assesses the reported safety hazard to be severe enough to require changes to operating procedures, maintenance procedures, and or training programs, the matter will then progress to the SMS Manager to record the safety hazard on the event log and present to the Site Safety Committee to assist with safety risk mitigation and/or elimination of the hazard. The Contractor Site SMS Executive will be the person responsible for monitoring all corrective actions through its full resolution. The CSO/Transit Manager for the City may also be notified to provide support through full resolution.

If there is a significant severity of the safety hazard (i.e., poses a real and immediate threat to life, property, or the environment) or risk frequency of the hazard, such as the occurrence of accidents, the CSO/Transit Manager for the City will be notified immediately and be brought to the attention of the Accountable Executive for immediate intervention/action. When the hazard requires other resources to eliminate or mitigate to lowest level reasonably acceptable, it may merit an assessment by the Transit Agency Safety Council (TASC). TASC will assess the severity and frequency of the risk and create a formal corrective action plan per its CAP process to mitigate or resolve the safety hazard. The CSO/Transit Manager is the person responsible for monitoring all formal corrective action plans through its full resolution.

In accordance with the FTA and FDOT standard requirements, if it is determined that the final risk assessment of the hazard identified is "unacceptable" using the criteria and assessment process specified in its PTASP, the City of Ocala will notify the FDOT within 24 hours following the determination. The City Transit Manager will transmit an electronic copy via email or a hard copy via fax of the appropriately completed worksheets, forms or other materials documenting the unacceptable hazard. Status reports of the unacceptable hazard investigation will be submitted via email at least monthly, by the 10th of each month, until the investigation is completed.

Upon the completion of the investigation of the "unacceptable" hazard, a Final Hazard Investigation report will be submitted to FDOT for review and final approval that includes a description of activities, findings, identified casual factors, and a corrective action plan, if applicable. The report is not to be considered final until all conditions are met and the report is approved by the FDOT.

4.4 Safety Risk Assessment / Safety Risk Assessment Process

The City of Ocala assesses safety risk associated with identified safety hazards using its safety risk assessment process. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk. The City of Ocala defines hazard severity categories as a quantitative measure of the worst credible safety hazard resulting from a personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system or component failure or malfunction as indicated in Table II below.

Table II safety hazard severity table

category	description	hazard definition
1	Catastrophic	Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure or procedural deficiencies may cause dire events resulting in major system loss, thereby requiring immediate cessation of the unsafe activity or operation.
2	Critical	Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure or procedural deficiencies may cause severe harm to persons or major system damage thereby requiring immediate action including immediate cessation of the unsafe activity or operation.
3	Marginal	Operating conditions may cause minor harm or minor system damage such that human error, environment, design deficiencies, element, sub-system or component failure or procedural deficiencies can be counteracted or controlled without serious injury, illness or major system damage.
4	Negligible	Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure or procedural deficiencies will result in no, or less than minor, harm or system damage.

The City of Ocala describes the likelihood that a hazard may occur in potential occurrences per unit of time, events, items or activity. The City of Ocala derives qualitative hazard probability from research, analysis, and evaluation of safety data from the operating experience of SunTran and/or other similar transit authorities.
A qualitative hazard likelihood ranking for SunTran is as follows in Table III:

Table III Hazard Likelihood Table

Frequency	Description	Probability
Frequent	A	Likely to occur frequently to an individual item. Continuously experienced in the fleet inventory.
Probable	B	Will occur several times in life of an item; will occur frequently in fleet/inventory.
Occasional	C	Likely to occur sometime in life of an item; will occur several times in fleet/inventory.

Frequency	Description	Probability
Remote	D	Unlikely, but possible to occur in life of an item; unlikely but can be expected to occur in fleet/inventory.
Improbable	E	So unlikely, it can be assumed occurrence will not be experienced to an individual item; unlikely to occur but possible in fleet/inventory.
Eliminated	F	Hazard is incapable of occurring.

Before implementation of any corrective action, The City of Ocala has established a hazard safety risk severity category (1 through 4) and a likelihood ranking (A through E) which are combined to form a numerical value called a Risk Index, reflecting both severity and probability of occurrence for each identified hazard. SunTran assigns a Risk Index to a hazard before implementation of any corrective action. The range of likelihood Risk Indices is shown in the following matrix.

Table IV Safety Hazard Risk Index

Frequency of Occurrence	1 Catastrophic	2 Critical	3 Marginal	4 Negligible
(A) Frequent	1A	2A	3A	4A
(B) Probable	1B	2B	3B	4B
(C) Occasional	1C	2C	3C	4C
(D) Remote	1D	2D	3D	4D
(E) Improbable	1E	2E	3E	4E
(F) Eliminated	N/A	N/A	N/A	N/A

4.42 Safety Risk Mitigation

The City of Ocala acts to eliminate identified safety hazards or to reduce the associated risk. In accordance with the risk acceptance criteria below, the City eliminates “unacceptable” hazards or reduces their associated risk to an acceptable level. If this is impossible or impractical, alternatives are recommended to the appropriate City’s transit management decision makers.

The risk assessment and acceptance criteria assist’s SunTran’s management in understanding the amount of risk involved by accepting the safety hazard relative to the costs (schedule, dollars, operations, etc.) to reduce the hazard’s risk to an acceptable level. The following table identifies the hazard acceptance criteria:

Table V Safety Hazard Risk Acceptance Criteria

	Hazard Risk Index	Decision Authority	Special Conditions
	1A, 1B, 2A, 2B, 3A	Unacceptable	Requires immediate resolution
	1C, 1D, 2C, 2D, 3B, 3C	Undesirable	Requires Chief Safety Officer review and concurrence from the Accountable Executive
	1E, 2E, 3D, 3E, 4A, 4B	Acceptable with Review	Requires Chief Safety Officer and Transit Agency Safety Council (TASC) review

	4C, 4D, 4E	Acceptable	None

The order of precedence for satisfying system safety requirements and resolving (eliminating or controlling) hazards for SunTran is as follows:

- **Design for Minimum Risk -** The primary safety effort during the design phase of a project will be an attempt to eliminate hazards through design selections (e.g., fail safe, redundancy).
- **Incorporate Safety Devices**. Hazards that cannot be eliminated or controlled through design selection are controlled to an acceptable level through use of fixed, automatic or other protective safety design features or devices, including PPE.
- **Provide Warning Devices -** Where it is not possible to preclude the existence or occurrence of a hazard through design selection or use of safety devices, warning devices will be installed for the timely detection of the hazard condition and the generation of an adequate warning signal.
- **Develop Special Procedures, Equipment and Training -** Where it is not possible to eliminate or reduce the magnitude of an existing or potential hazard through design selection or the use of safety and warning devices; special procedures, including the use of personal protective equipment, will be developed by (The City of Ocala or its Contractors, as required) to control the hazard. All applicable personnel are trained on the procedures and equipment in accordance with SunTran's Standard Operating Procedures.

See Attachment LYTX System

4.43 Safety Hazard Notifications, Thresholds and Reporting

This section describes the process used by SunTran to conduct accident/incident/hazard investigations, notify appropriate external agencies, and document these activities.

4.44 Safety Risk Management Meetings

To ensure an on-going involvement in SunTran's safety hazard management process, the FDOT will be invited to participate in meetings held at least quarterly in conjunction with the Transit Agency Safety Council (TASC) to review the Safety Hazard Risk Assessment and Tracking Log, Corrective Action Plan Monitoring Log, and the other SunTran activities associated with the hazard management process. The City Transit Manager will submit to FDOT a proposed date and location for the meeting and a proposed agenda.

During the meetings, FDOT may request and review any records maintained by SunTran documenting the results of its hazard management process. If these records are not available at the meetings, SunTran will transmit them via email or in hard copy via mail or fax after the conclusion of the meeting.

SunTran will prepare meeting minutes from each meeting, being sure to document any identified action items or required activities. The meeting minutes are prepared and submitted to the City Transit Manager for TASC committee approval at the next meeting.

4.45 Corrective Action Plan Procedures

SunTran applies risk assessment criteria to the identified hazards based on their estimated severity and likelihood of occurrence to determine acceptance of the risk or the need for corrective action to further reduce the risk. In accordance with FDOT requirements, SunTran

is required to develop corrective action plans for various deficiencies and hazards identified through on-site safety and security review process, accident or hazard investigations, internal safety or security reviews. Either THE FDOT or the City of Ocala may identify need for corrective actions. If the FDOT identifies a need for corrective action, it will notify the City of Ocala in writing.

4.46 Causes for Initiation of Corrective Action Plan:

- **On Site FDOT or FTA Safety and Security Review** – Upon receipt of the final report for an external regulatory agency safety or security review, the City of Ocala will develop a corrective action plan to correct identified deficiencies and submit the CAP as required
- **Accident/Incident/Hazard Investigations –** Regardless of the agency conducting the investigation process, any final report indicating findings and recommendations for addressing deficiencies or unsafe conditions with SunTran will be the primary responsibility of the City's Operations and Maintenance Contractor SMS Staff to correct. Upon receipt of the final report, the Contractor will have 15 calendar days to develop a corrective action plan or methodology to correct identified deficiencies.
- **Internal Safety and Security Review -** If the City of Ocala finds areas of non-compliance during internal audits of SunTran's Agency Safety Plan or Security and Emergency Preparedness Plan, those areas of non-compliance must be remedied by a corrective action plan within 30 calendar days. If FDOT rejects SunTran's annual safety or security audit report, the City will have **15 calendar days** to develop a corrective action plan to correct identified deficiencies.

4.47 Corrective Action Plan Required Components:

- Identified noted Hazard or deficiency.
- Date Corrective Action Plan was opened.
- Process, Plan or Mechanism to address and resolve deficiency.
- Deadline for implementation of Plan of Action.
- Departments and Persons who will be responsible for implementation.

4.5 Safety Hazard Risk Documentation and Monitoring / Safety Hazard and Risk Management Documentation

The Site Operations and Fleet Maintenance Safety Liaisons are responsible to appropriately document the following information for safety hazards identified in their respective areas, including:

- How the safety hazard was recognized and reported
- A description of the safety hazard and the immediate corrective action(s) taken
- The Initial Risk Assessment, based on the likelihood and severity of the hazard if nothing was done and using the risk assessment matrix in the City of Ocala's PTASP Chapter 5 Safety Risk Management Process (Sections 5.1.0 – 5.6.0)
- Results of the investigation, including the circumstances, events and causal factors(s) leading up to the safety hazard
- Additional corrective action that was or will be done to reduce the likelihood and/or severity of the safety risk (including schedule and responsibility)
- The Final Risk Assessment, based on the likelihood of the safety hazard to occur and its likely severity when the proposed corrective action/resolution is in place.

This information will be submitted at least weekly to the Site SMS Manager to review and monitor each department's compliance with Safety Risk Management (SRM) activities. The SMS Manager will ensure that any deficiencies or failures in this area are immediately documented and transmitted to the appropriate SMS personnel for corrective action.

4.52 Safety Hazard and Risk Assessment Tracking

The City of Ocala has established a Safety Hazard and Risk Assessment Log for SunTran which reflects the consolidation of information in the Safety Risk Management (SRM) process. The Safety Hazard and Risk Assessment log contains all safety hazards meeting the unacceptable or undesirable thresholds. The Log includes the following required information:

- **ID Number** – refers to the number assigned to the hazard by SunTran.
- **Safety Hazard Description** – refers to a brief narrative summary of the hazard – what it is; where it is located; what elements it is comprised of; and element of SunTran's operation affected by the hazard (i.e., facilities, vehicles, personnel training and procedures, etc.).
- **Date Identified** – refers to the date the hazard was identified at SunTran.
- **Safety Hazard Source** – indicates the mechanism used to identify the hazard, (i.e., operator report, near miss, accident investigation, results of internal safety or security review/audit, rules compliance or training program; maintenance failure, facility, equipment or vehicle inspection, trend analysis, formal hazard analysis, etc.).
- **Safety Hazard Risk Index** – refers to the hazard severity and hazard frequency (or risk index) ratings initially assigned to the hazard by SunTran.
- **Safety Hazard Mitigation/CAPs** – refers to the actions recommended by the City of Ocala on behalf of SunTran to address the hazard and bring it into a level of risk acceptable to management.
- **Status** – refers to the status of the recommendations. Status may be designed as pending, open, in progress, or closed.

In accordance with the City's PTASP the Contractor SMS Manager is responsible for the maintenance of the Safety Risk Management Process and Safety Hazard and Risk Assessment Log for the transit site. The Contractor SMS Manager will ensure that all defined criteria for safety hazard identification and safety risk assessment is entered and a safety risk rating has been assigned. The following are specific safety hazards that must be immediately reported to the Chief Safety Officer/City Transit Manager when identified; whether it is mitigated at the Contractor Management level and/or at the City of Ocala level:

- All Unacceptable Safety Hazard Risks;
- Safety Risks identified from audits from outside agencies (FDOT, SSO, FTA and OSHA);
- Safety Risks identified from accident investigations;
- Safety Hazards where corrective action will cost more than $5,000; or
- When warranted by the SMS Site Executive

Table VI Sample Safety Hazard and Risk Assessment Tracking Log

#	Identified Hazard	Hazard Description	Risk before Mitigation Measures			Risk Elimination or Mitigation Measures	Risk After Mitigation Measures			Verification
			Severity	Likelihood	Risk Hazard Index		Severity	Likelihood	Risk Hazard Index	
EXAMPLE	New large cutaways have a blind spot in the right front corner of the vehicles	Cannot see vehicles and pedestrians near the right front corner of the vehicle causing near misses and or possible vehicle and pedestrian strikes.	II	A	**High**	**1.Oder different model of cutaway going forward** **2.Attach blind spot mirrors and/or body cameras to increase visibility and reduce likelihood of an accident** **3. Provide training to all operators on blind spot avoidance and awareness techniques**	**II**	**C**	**Medium**	**Instances of near miss, pedestrian strikes, and vehicle strikes in small cutaways are zero for last year.**
1					**#N/A**					
2					**#N/A**					

The Tracking Log is submitted by the 10th of each month to the City of Ocala Transit Manager/Chief Safety Officer. The Transit Manager reviews the Monthly Safety Hazard and Risk Assessment Tracking Log and forwards any questions or requests for information to the Contractor (RATP Dev). In addition, the City of Ocala conducts at minimum quarterly meetings with the Contractor (RATP Dev) to review the Tracking Log and the other activities associated with the safety risk management process. An invitation along with an agenda will also be sent to the Grants Manager for FDOT and Marion County Transportation Planning Office (TPO) for the quarterly meeting. The quarterly safety risk management meetings are discussed further in other sections.

4.6 Exposure to Infectious Disease

SunTran has developed a safety plan for Exposure to Infectious Diseases to minimize the exposure
of the public, personnel, and property to hazards and unsafe conditions, and consistent with guidelines of the Centers for Disease Control (CDC), and Prevention for a State health authority, minimize
exposure to infectious disease [49 U.S.C § (5329(d)(1)(D)].

- SunTran would consider identifying mitigations or strategies related to exposure to infectious diseases through the Safety Risk Management process described in Section 4.41: Safety Risk Assessment Process

SECTION 5: Safety Assurance

Safety Assurance is accomplished through implementation of safety oversight and risk monitoring activities. Safety performance measures are used to select improvement targets, monitor safety performance, and encourage continuous improvements in service delivery. As the City of Ocala implements its SMS, several activities will be initiated, and tools will be developed to support these safety oversight and risk monitoring activities. Safety assurance includes safety reviews, evaluations, inspections, as well as safety data collection, tracking and analysis from various resources, including investigations; and development of Key Performance Indicators (KPI's).

The City of Ocala has developed and implemented a safety assurance process for SunTran consistent with 49 CFR Part 673 to ensure SunTran complies with or exceeds the established safety standards set forth in the PTASP and Chapter 14-90, FAC Requirements. These processes will allow the City of Ocala to:

- ❖ Monitor SunTran for compliance with, and sufficiency of, the agency's procedures for operations and maintenance
- ❖ Monitor SunTran operations to identify hazards not identified through the Safety Risk Management process (per 49 CFR 673.25)
- ❖ Monitor SunTran operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended
- ❖ Conduct investigations of safety events, including the identification of casual factors; and
- ❖ Monitor information reported through any internal safety reporting programs.

Results from the above processes are compared against recent performance trends: monthly, quarterly, and annually by the City of Ocala and Contractor SMS Key Staff to determine where action needs to be taken. The Transit Manager/Chief Safety Officer will review the performance of individual safety risk mitigations during scheduled Safety Committee/Council meetings, based on the reporting schedule determined. The SMS Manager enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for re-evaluation by the Site Safety Committee and/or Transit Agency Safety Council (TASC) with oversight by the City of Ocala and Contractor SMS Executives (City Transit Manager and Contractor General Manager).

These processes will provide the confidence to the City of Ocala leadership that the organization and system is functioning at an acceptable level of safety.

See Attachment Approval Page.

5.1 Safety Performance Measuring and Monitoring Activities

The City of Ocala has established safety objectives; performance targets and performance measures in coordination with its Contract Provider (RATP Dev), FDOT and Marion County TPO in compliance with all requirements set forth in FTA's Public Transportation Safety

Agency Plan (PTASP) and the National Public Transportation Safety Plan (NSP). The initial focus of SunTran's performance measure and established safety performance targets is based on existing data delivered to the National Transit database (NTD) for:

- Major Safety Events
- Major Safety Events - Rate per 100,000 Revenue
- Miles
- Collisions
- Collisions - Rate per 100,000 Revenue Miles
- Pedestrian Collisions - Rate per 100,000 Revenue
- Miles
- Vehicular Collisions - Rate per 100,000 Revenue
- Miles
- Fatalities
- Fatalities - Rate per 100,000 Revenue Miles
- Transit Worker Fatalities - Rate per 100,000
- Revenue Miles
- Injuries
- Injuries - Rate per 100,000 Revenue Miles
- Transit Worker Injuries - Rate per 100,000
- Revenue Miles
- Assaults on Transit Workers
- Assaults on Transit Workers - Rate per 100,000
- Revenue Miles
- System Reliability (Mean Distance Between Major

See Attachment NTD Reports.
See Attachment Monday.com

Mechanical Failures)Collection and Analysis, Internal Safety Audit Processes, Accident and Incident Reporting and Investigation, Internal System Safety Audit and Review, Drug and Alcohol Program and Medical Monitoring, and Employee Safety Reporting and Training.

SunTran will maintain 100% compliance with all safety performance requirements through use of the following performance measure activities:

- ❖ Safety audits; informal inspections
- ❖ Regular safety review of onboard camera footage to assess drivers and specific incidents
- ❖ Employee safety reporting program
- ❖ Investigation of safety occurrences
- ❖ Daily data gathering and monitoring of data related to service delivery; and
- ❖ Regular vehicle inspections and preventive maintenance.
- ❖ Adherence to schedules set and acceptable measures
- ❖ Appropriate corrective action plans (CAPS) for findings and reasonable timeframe for closure of CAPS in coordination with federal, state, and local oversight agencies as necessary

5.2 Transit Asset Management/State of Good Repair

The City of Ocala also addresses the requirements of 49 CFR Parts 625 and 630, Transit Asset Management (TAM) and State of Good Repair (SGR), through the City's *Transit Asset Management Plan*, which includes TAM and SGR performance measures. The TAM Plan allows SunTran to predict the impact of its polices and investment justification decisions on the condition of its assets throughout the asset's life cycle and enhances the ability to maintain SGR by proactively investing in an asset before the asset's condition deteriorates to an unacceptable level. The goal of these policies is to allow the City of Ocala to determine and predict the cost to improve SunTran asset condition(s) at various stages of the asset life cycle while balancing prioritization of capital, operating, and expansion needs. The two foundational criteria of SGR performance measures are ULB and Condition.

5.3 Operations and Maintenance Rules and Procedures

Bus Operations are strictly governed by policies and procedures outlined in the Standard Operating Procedures (SOPs) Rule Book, and Operations Manuals prepared by the Contractor Organization. Fleet Maintenance rules and procedures are contained in the Maintenance Plan and manufacturers' manuals. These publications cover all rules and procedures that are necessary to operate a safe and efficient bus system.

Review of Operations and Maintenance Rules and procedures are conducted as necessary by the Chief safety Officer and Contractor General Manager. These reviews are conducted when system monitoring and data analysis imply that either the SOPs or rules are not effective or when change or expansion occurs. Review also occurs annually during the internal safety audit process.

All rules compliance findings of non-compliance are evaluated by the Contractor General Manager and Chief Safety Officer, and where appropriate, are managed through SunTran's safety hazard risk management process in compliance with Part II (Safety Risk Management) of this Safety Plan.

5.4 Operations Personnel Rules Compliance

Daily inspections of operators are required prior to pull-out. Dispatch Supervisors enforce rules and procedures in the field by observing, correcting, and documenting safety-related behaviors and activities of operators and system elements. Daily and weekly operational checks are made in the field that include but are not limited to:

- Speed checks (yards, intersections)
- Observation checks for time and load
- General observations of vehicles, signals, and system for deficiencies; and
- Follow up on patron complaints
- Performance of ride checks to ensure operator rules compliance during revenue operations

Periodic spot checks are made as result of an accident, request, and/or at random. Management may also conduct random checks that include but are not limited to:

- General vehicle operation
- Attention to duty
- Signal compliance
- Door operation

5.5 Maintenance Personnel Rules Compliance

Maintenance Supervisors enforce rules and procedures by observing and monitoring employee and contractor performance on the bus system and at worksite. Rules and procedures monitored and observed for compliance include but are not limited to:

- General safety
- Proper use of tools, equipment and machinery
- Proper use of personal protective equipment
- Right-of-way safety
- Fire safety
- Material handling and storage
- Quality Assurance inspections, and audits of procedures, including rule compliance

5.6 Facilities and Safety Equipment Inspections

An essential element of SunTran's Safety Management program is regular inspection of all bus system facilities and safety-critical equipment on a regular basis according to company policies and SOPs, equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations. In addition, facilities and equipment are also inspected by departments and/or Safety staff as result of accident reports. Inspections are documented on checklists, filled out at time of inspection to assure a consistent level of monitoring and general maintenance. The checklists and written reports are issued following the inspections and all action items are put into the work order system.

All Sun Tran administrative and maintenance buildings comply with applicable code requirements and have various fire/life safety features that may include:

- Fire extinguishers and alarms
- Handrails and guardrails
- Fences and gates
- Sprinkler systems
- Emergency exits and lighting
- Emergency communications systems
- Emergency shower
- Eyewash stations
- Chemical/paint safety

Facility inspections are performed monthly. Critical items/conditions disclosed during inspection are repaired immediately. Non-critical items/conditions are cycled through work order procedure. Any items identified by maintenance as critical issues are evaluated by the City's Facility Director, and where appropriate, are managed through SunTran's hazard management process in compliance with this PTASP.

The frequency of equipment inspections depends upon the level of hazard associated with operation, industry standards, and contractor supplier recommendations.

5.7 Vehicle Maintenance and Inspections

The Fleet Maintenance Director is responsible for ensuring that a Maintenance Plan that follows FAC 14-90 has been developed and implemented by the agency and that all vehicles operated are regularly and systematically inspected, maintained, and lubricated according to the agency's Maintenance Plan and Preventative Maintenance Guidelines.

Suntran's vehicle maintenance plan will ensure that all buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

The Fleet Maintenance Department has several audit checks in place to ensure that inspections are being properly conducted and completed. These audit checks include performing audits of the maintenance inspection and testing, doing monthly reviews of number inspections scheduled vs. number completed, and ensuring equipment is thoroughly checked through the preventive maintenance program procedures.

5.71 Pre-Trip and Post Trip Inspections

Drivers are required to perform daily Pre-Trip and Post-Trip vehicle inspections prior to operating the assigned vehicle, during routes, and after all route schedules are completed. The pre-trip inspection includes an inspection of the following parts and devices to ascertain that they are in safe condition and in good working order:

- Service brakes
- Parking brakes
- Tires and wheels
- Steering
- Horn
- Lighting devices
- Windshield wipers
- Rear vision mirrors
- Passenger doors
- Exhaust system
- Equipment for transporting wheelchairs
- Safety, security, and emergency equipment

During the scheduled trips and at the end of the day, the operator will note any additional findings and submit the daily vehicle inspection forms. The process and form(s) to be utilized for daily vehicle inspections is included in the agency's preventative maintenance guidelines. The daily vehicle inspection forms must be complete with the operator's signature and a check in each box to document that the items are "OK" or a defect is noted in the comments section. If the driver finds any mechanical or other problems that could compromise the safety of the vehicle at any point, the drivers will immediately inform the Maintenance Director and the vehicle will not be scheduled for service until repaired. Failure to report deficiencies by drivers may result in an administrative action taken against the employee.

The Maintenance Director will review the daily inspections and document the corrective actions taken as a result of any deficiencies identified by the operator. Daily inspection records will be retained for a minimum of two weeks. The Maintenance Director will periodically conduct vehicle inspections behind the drivers who have completed the vehicle inspections to ensure that the daily vehicle inspections are adequately performed. Once defects are noted they will be prioritized and sorted into categories for repairs. Once a defect is noted on the inspection form and repaired, the documentation will be attached to the work/repair order and filed in the maintenance files.

5.72 Preventative Maintenance

A preventative maintenance schedule is implemented to inspect for safety hazards and to

maintain vehicles in a manner conforming to safety regulations.

Suntran will perform scheduled preventive maintenance on all vehicles at every 6,000 miles according to the agency's maintenance plan. As preventative maintenance inspections are scheduled by projected mileage, the agency will allow ±600 miles deviations in mileage interval, so long as the actual mileage interval meets the manufacturer's recommended maintenance schedule. Inspections are performed in 6,000 miles intervals.

Table VI Preventive Maintenance Inspection Table

❖ Vehicle Equipment	❖ Cycles
Revenue and Non-Revenue Vehicles	Fluids, including, but not limited to, oil and antifreeze are tested regularly as part of the general maintenance warranty, and contract compliance procedures. A preventive maintenance plan is in place for all ADA-mandated accessibility features. Maintenance checks are performed for wheelchair lifts on bus fleet. Lifts are routinely scheduled for maintenance at the manufacturer's recommended intervals.

When a vehicle is due for an inspection; it will be taken out of service until the inspection is completed. This allows a series of repairs to be carried out while minimizing costs and optimizing the number of operational vehicles. If a vehicle is "down" for an extended period of time due to unavoidable circumstances, preventative maintenance will be temporarily suspended until the vehicle can be returned to service. However, the annual inspection will be conducted on all vehicles regardless of "up/down" status and/or mileage accrued.

Preventive maintenance activities are continuously monitored by the Maintenance Fleet Director and assigned Maintenance personnel. The Maintenance Director will regularly perform Quality Control (QC)/Quality Assurance (QA) checks to ensure that the inspections and repairs, both in-house and contracted, are completed, and documented properly. Each vehicle will have a written record documenting preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed. Such records will be maintained for at least four years and include, at a minimum, the following information:

- Identification of the bus, the make, model, and license number or other means of positive identification and ownership
- Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed
- If not owned by Suntran, the name of any person furnishing a vehicle
- The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair

For tracking purposes, a maintenance log will be kept containing vehicle ID, make and type of vehicle, year, model, special equipment, inspections, maintenance and lubrication intervals, and date or mileage when services are due.

5.73 Bus Safety Inspections

Bus Safety inspections are also part of the maintenance inspections and are performed at least once every year on all buses operated by Suntran and contracted service providers. The Maintenance Director is responsible for ensuring that each individual performing a bus safety inspection is qualified as follows:

- Understands the requirements set forth in Rule 14-90 and can identify defective components.

- Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

- Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment as referenced or specified by Rule 14-90. Specific operable equipment and devices as required by Rule 14-90 include the following as applicable to Type I and II buses:

- Horn
- Windshield wipers
- Mirrors
- Wiring and batteries
- Service and parking brakes
- Warning devices
- Directional signals
- Hazard warning signals
- Lighting systems and signaling devices
- Handrails and stanchions
- Standee line and warning
- Doors and brake interlock devices
- Step-wells and flooring
- Emergency exits
- Tires and wheels
- Suspension system
- Steering system
- Exhaust system
- Seat belts
- Safety equipment
- Equipment for transporting wheelchairs
- Working speedometer

A safety inspection report will be prepared by the individual(s) performing the inspection and will include the following:

- Identification of the individual(s) performing the inspection

- Identification of the bus transit system operating the bus

- The date of the inspection

- Identification of the bus inspected

- Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective

- Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s)

Records of annual safety inspections and documentation of any required corrective actions will be retained for a minimum of four years for compliance review. Daily inspection reports will be kept for a minimum of two weeks.

5.74 Vehicle Equipment Program Documentation

Maintenance personnel maintain a variety of vehicle maintenance documentation including accurate time records on each vehicle, service dates, work order details (inspections, repairs, and overhauls), and all Preventative Maintenance Inspection (PMI) data, as well as documentation for facility/equipment inspections. Preventive, corrective, and scheduled maintenance is tracked through spreadsheets and/or database to perform failure analyses and determine remedial actions. Records of each vehicle are sufficiently detailed to quickly determine the life of sub-assemblies, and to enable trend analysis. The City of Ocala and SunTran management also review equipment trends for planning purposes.

The scope of the bus/non-revenue vehicle maintenance plan is to provide safe, clean, reliable transit service to SunTran customers through the adoption and implementation of sound maintenance practices as prescribed by law and based on SunTran's experience and expertise. The bus/non-revenue vehicle maintenance plan is implemented daily through the conduct of normal business operations. All bus/non-revenue vehicle maintenance checklists include recommended manufacture, supplier, or builder procedures, programs, and guidelines. The current systems provide notification to management if scheduled intervals are missed, and corrective action is taken.

5.8 Safety Data Acquisition and Analysis

The City of Ocala understands that implementing and maintaining a robust SMS requires acquiring safety-related data from various sources and analyzing and distributing that data to adequately control hazards, ensure continuous improvement, inform SunTran management and staff of safety-related system status, ensure the appropriation of sufficient resources to address system hazards, and identify appropriate mitigations for newly emerging or latent hazards as well as meet external reporting requirements. Trend analysis is performed on safety data as a means of identifying hazards, effective or ineffective mitigations, and contributing factors of adverse events.

5.81 Data Acquisition

Safety data is collected, documented and analyzed from numerous sources by all departments. Sources include but are not limited to:

- Accident/Incident Reports
- External agency Reports and Publications
- City Official Concerns
- Claims Reports
- Daily Operations Reports
- Maintenance Reports
- Employee Concerns
- Employee Occupational Injury Reports
- FTA Bulletins and Safety Advisories
- Homeland Security Alerts
- Internal Audit Reports
- FDOT/FTA Reviews
- Passenger Concerns

- Field Inspections, Assessments and Observations
- Safety Meetings
- Special Occurrence Reports
- Police Reports, concerns and investigations

Safety data collection also involves obtaining technical information, data and reports for use in systems development of program elements. Sources for such data include but are not limited to:

- Department of Homeland Security (DHS)
- Environmental Protection Agency (EPA)
- Federal Transit Administration (FTA)
- FDOT
- State & Federal Statutes
- Safety Data Sheets (SDS)
- National Transportation Institute (NTI)
- Occupational Safety and Health Administration (OSHA)

Other data and information sources include building codes and professional society guidelines, and information technology and cybersecurity standards organizations.

5.82 Safety Data Analysis

Used as part of the hazard management process, data collection and analysis are used to identify hazards before they cause accidents by such techniques as trend analysis. Analysis of safety data will help the City of Ocala improve system performance, not only in respect to safety, but also in overall delivery of service to the public. The results of such analysis will be shared with agency staff and law enforcement agencies on, at minimum, an annual basis for awareness and support.

SunTran's Operations and Fleet Maintenance departments under the direction of Key SMS Personnel collect and track their safety-related data to identify causal factors and undesirable trends, including those related to hazards. The investigation may include interviews, testing and analysis of related documentation. Identified hazards are tracked and findings requiring corrective action are submitted to the SMS Manager and the other SunTran department(s) for review, assessment, concurrence, and discussion of further appropriate mitigations. The City's Transit Manager/Chief Safety Officer reviews all safety data analysis, and verifies compliance with SMS and this PTASP, and provides expert advice to SunTran Management and the Transit Agency Safety Council (TASC).

5.83 Safety Data Access

To ensure that all departments can properly fulfill their respective responsibilities for collecting, analyzing, and distributing hazard-related data, SunTran's respective departments collect, analyze and report on requisite data as indicated in Table VII.

Table VII Data Access Table

Minimum Required Data	Provider
Accident records, near-miss records, employee injury forms, and related accident data	Operations
Operator training programs and records	Operations Training
Maintenance training programs and records	Maintenance Training
Accident/incident investigation reports, complaints and hazards	Operations/City and SunTran Administration

Minimum Required Data	Provider
Medical Services information	Operations, Human Resources
Right-of-Way Allocation records	Growth Management Infrastructure/Procurement/Operations
Safety records of individual division employees relative to accidents and rule violations	Operations
Records of inspections, maintenance work, accident-related activities and emergency responses	Maintenance
Modifications to equipment and facilities	Maintenance and City Growth Management Capital Program
System-wide policies and procedures, operating orders and general notices	Chief Safety Officer/ Growth Management/Infrastructure
Complete and current personnel files	Contractor General Manager/Human Resources
Contractor's safety-related programs and procedures	Contractor General Manager/City Growth Management Transit Manager
List of hazardous materials and equipment	Maintenance, Operations
Employee Concerns	All Departments & Functions

Please note this table represents major categories of data, and does not list all sources or data collected, analyzed, and reported upon by the City of Ocala for SunTran.

5.84 Internal Safety Audit Process

Internal safety reviews and inspections are critical components of an integrated system safety program. All departments are required to assess internally their own compliance with SMS through the authority and oversight of the Key SMS Personnel in each department. The SMS Executives for both the City and Contractor (City Transit Manager and Contractor General Manager) will provide both support to the programs in development of compliance documentation and assessment checklists, and direct oversight of the program by means of its own safety and security audit program under the direction of the City Growth Management Director/Accountable Executive.

The internal audit program will encompass all SMS requirements as laid out in this PTASP, and in the departmental documentation detailing how the SMS program is implemented within each department/functional area and will be conducted starting November 1 of each calendar year and ending prior to the end of the same calendar year utilizing the internal audit checklist included in the Appendix.

5.85 System Safety and Security Audit Objectives

The Internal Safety and Security Audit Process is a proactive approach to verify that the City of Ocala's SMS is robust, has been properly implemented, all foreseeable hazards have been identified and properly mitigated, and continuous improvement is achieved. Additionally, compliance with this PTASP is assessed through the audit process. Specifically, the Internal Safety and Security Audit Process is implemented to:

- To assess the effectiveness of safety and security programs
- To identify process deficiencies

- To identify hazards in the operational system and verify current mitigations are effective
- To identify weaknesses in system safety and system security programs
- To verify that corrective actions are being closed efficiently and to evaluate their effectiveness
- To recommend system safety and system security improvements
- To provide management with an assessment of the system safety and system security program
- To assure continuing evaluation of safety and security-related programs, issues, awareness, and reporting.

5.86 Corrective Actions

In accordance with FDOT requirements, SunTran is required to develop corrective action plans for various deficiencies and hazards identified through on-site safety and security review process, accident or hazard investigations, and internal safety or security reviews. Either THE FDOT or the City of Ocala may identify the need for corrective actions. If the FDOT identifies a need for corrective action, it will notify the City of Ocala in writing. All Corrective Actions will be appropriately reported to the FDOT per SunTran's procedures previously outlined in Section 4 - Safety Risk Management Process.

5.87 Compliance with Local, State and Federal Requirements

All SunTran employees are required to comply with all applicable federal, state and local statutory requirements. This includes licensing, motor vehicle and street operations statutes, and labor law.

5.88 Drug and Alcohol Program and Medical Monitoring

SunTran maintains a Zero Tolerance drug and alcohol program in compliance with U.S. Department of Transportation and Federal Transit Administration regulations and to ensure the safe operation and maintenance of systems and equipment. The program includes criteria for random testing of safety sensitive personnel and testing for cause either accident related or from observed behavior.
Drug and alcohol testing and information about drug and alcohol abuse is included in SunTran's Drug and Alcohol Policy. The program is administered by SunTran's Drug and Alcohol Substance Abuse Program Manager which includes verification of compliance with the program and training. Training is given to all employees during orientation training. Revisions to the program are distributed to all employees and if necessary, follow-up training is also provided. Compliance and knowledge of the program is accomplished through direct supervision of employees and annual refresher training.

SunTran's Medical Examination requirements include a pre-employment examination for applicants, an examination at least once every two (2) years for exiting drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 days or more due to an illness, medical condition, or injury. Employees may be required to take physical examinations at other times if management deems it necessary. SunTran will not allow a driver to operate a transit vehicle without having on file a completed medical examination certificate dated within the past 24 months.

5.9 Accident and Incident Reporting, Investigation and Corrective Action Plans

This section outlines the actions to be taken by all employees for any safety event related to SunTran Transit vehicles, passengers, employees or property while either operating vehicles and/or performing other job -related tasks. An event is defined as any accident, incident or occurrence. Each is further defined as follows:

The definition of an **accident** is an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transit vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause. The definition of an **incident** is an event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency. The definition of an **occurrence** is an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of the transit agency. The definition of a **near miss** is a safety event where conditions with potential to generate an accident, incident, or occurrence existed, but where an accident, incident, or occurrence did not occur because the conditions were contained by chance or by existing safety risk mitigations.

Any event involving a bus or taking place on property controlled by a transit system and resulting in a fatality, injury, or property damage will be investigated by Suntran. All events included but not limited to the following, will be investigated:

- A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.
- Injuries requiring immediate medical attention away from the scene for two or more individuals.
- Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. SunTran will have the discretion to investigate events resulting in property damage less than $1,000.
- Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.
- Injuries involving medical attention away from the scene for two or more individuals.
- SunTran senior staff will review incident log to track and trend issues annually.

5.91 Procedures for Reporting Accident, Incident or Occurrence

Operators shall immediately report the accident to the dispatcher by radio. The dispatcher will contact the supervisor and the police. Operators should report any injury so that the dispatcher can send ambulance service if required. Supervisors will be sent to the scene depending on the severity of the event at the discretion of the Operations Manager.

The following are the procedures for reporting accidents, incidents or occurrences for the Contract Provider (RATP Dev) Operations and Maintenance department personnel:

5.92 Employee Responsibilities:

- All employees must immediately report any accident, incident or occurrence to the Department Manager/Supervisor or Dispatcher on duty regardless of injury or property damage
- Employees must complete all required reporting paperwork providing details and supporting documentation as necessary on the same day or next day if after hours

5.93 If the event involves a passenger vehicle:

- Remain calm and assess the situation
- Secure the vehicle (Set Brake, place in neutral & turn on 4-way hazards)
- Contact Dispatch via radio
- Provide dispatch with exact location, description of accident, number and type of injuries
- Secure the scene (Not to move the vehicle unless directed by emergency responders or Supervisors. Place triangles and assist passengers with first aid (if warranted)
- Request passengers to fill out courtesy comment cards and obtain other witness statements if available
- Obtain facts about the other vehicles involved and begin filling out accident or incident paperwork
- Give only information requested by Law Enforcement (DO NOT discuss the accident with anyone other than law Enforcement and Supervisor and DO NOT make any statements concerning liability).
- Under no circumstances should an operator leave the scene of an accident prior to the arrival of Law Enforcement unless directed to do so by a supervisor or other accident investigator.
- Supervisor on scene will be the primary accident investigator and will secure medical assistance and or triage the scene to mitigate further damage or injury.
- The primary accident investigator will take photos, collect witness/passenger courtesy comment cards, interview passengers and other witnesses if allowed, review video, and begin supervisor incident reporting paperwork. They will also be responsible for determining post-accident FTA drug and alcohol testing as applicable.
- The Employee Accident or Incident report should be completed and submitted to the department Manager the same day during working hours, or, next day if the accident or incident occurred during non-business hours.

5.94 Supervisor/Manager Responsibilities:

- Once report is submitted to the appropriate department Manager, all information regarding the accident or incident will then be reviewed, investigated, and forwarded to the Contractor General Manager for final review.
- The original report with all signatures and supporting documentation should be followed by mail or hand delivery within two (2) business days to the SMS Manager.
- The City Transit Manager will be notified of all accidents or incidents that involve loss of life, serious injury and or property damage or loss

5.95 Procedures for Reporting Near Miss

The City of Ocala's PTASP requires proactive reporting of safety hazards or safety concerns on the part of all employees to maintain a proactive position on risk. Each employee, regardless of his or her position within the organization, is expected to cooperate in all aspects of safety reporting. When an employee becomes aware of a hazard or near miss,

they shall submit a report at the end of the shift using one of the following two reporting forms: 1) SunTran's Hazard Incident Report Form or 2) SunTran Driver's View Form for any system deficiencies, road hazards, passenger concerns, etc. that require the attention of management for resolution.
A full investigation may not be required for all near misses. In this case, the Department Manager/Safety Liaison, will determine the level of investigation appropriate to effectively address the report and will forward the final completed investigation report and other documentation to the SMS Manager who will be responsible for documenting and recording on the hazard event tracking log.
When the contributing or causal factor is not readily determined the SMS Safety Liaison for the respective department will review and conduct the follow-up investigations using same procedures as outlined for other safety events.

5.96 Accident or Incident Investigation and Corrective Action

As with any investigation, time is of the essence, therefore SunTran's SMS Management team will promptly and thoroughly investigate all safety events that result in product, service, and employee safety risk. Every effort will be made to conclude investigations within 7 business days of the incident. Investigations are a methodical search into an event where information relating to factors that may have caused or contributed to the event are discovered.
The investigation process is comprised of the following three phases:

1) **Phase 1 - Initial Investigation and interview** – (In this phase, all relevant and pertinent information is obtained and documented accordingly)
2) **Phase 2 - Root Cause Determination** – (In this phase contributing or causal factors are identified, assessed)
3) **Phase 3 - Prevention/Corrective Action stage** – In this phase recommendations/strategies for corrective action to eliminate or reduce risk is implemented

Assigned personnel will gather all relevant documentation and forward their initial report findings along with supporting documentation to the Site SMS Manager for entry into the Hazard Safety Log. The following documents are required to be submitted in the event of an **accident or incident**:

- Accident or Incident Report from Employee and Supervisor Report
- Police report (if apply)
- FTA Post Accident Drug and Alcohol Testing Decision Form
- Any additional documentation (optional)

The following documents are required to be submitted in the event of **occurrence or near miss**:

- SunTran Driver View Form and/or SunTran Incident Report
- SMS Hazard Near Miss Employee Reporting Form
- Any additional documentation (optional)

The SMS Site Manager with assistance from the Department Safety Liaisons and Safety Officer will review and evaluate documentation provided to determine causal or contributing factors from findings that identify risk that require further course of actions. Based on the hazard analysis matrix included herein the appropriate mitigation will be implemented for acceptable and non-acceptable hazards.

As detailed in SunTran Risk Management Process an investigation report is prepared and submitted to the Safety Committee for review for all safety events to determine if:

- the safety event was preventable or non-preventable,
- requires discipline and/or retraining
- the causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- the accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

The SMS Site Manager will then forward findings to the appropriate departments to develop a corrective action plan (CAP) where appropriate. A formal corrective action process may not be necessary for every safety event. In all cases all pertinent information for each safety event will be tracked on the hazard log and followed through to completion. The CAP form will be assigned a number and placed on the hazard log with the corresponding hazard for tracking purposes.

The corrective action plan will contain:

a. Action to be taken
b. Proposed completion date
c. Individual or department responsible for implementation

The SMS Site Manager will follow up the accident or incident accordingly and inform Contractor General Manager and City Chief Safety Officer of the progress. The Site SMS Manager will also submit at minimum monthly updates as well as a copy of all reports identifying need for a formal corrective action plan. When corrective actions are completed, the Site SMS Manager will enter a close date on the Hazard Safety Log.

5.97 SMS Documentation and Recordkeeping for Safety Events

The City of Ocala maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, or near miss as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by the City and State. The Chief Safety Officer has assigned the SMS Site Manager to maintain all documentation of SunTran's investigation policies, processes, forms, checklists, activities, and results. Accident or incident documentation will be filed and maintained in electronic and paper copy in the SMS Site Manager/Operation's Manager's office.

SECTION 6: Safety Promotion

This section outlines SunTran's commitment to safety communication and competencies and training for all employees and contractors directly responsible for safety including refresher training.

6.01 Safety Communication

The City of Ocala fosters open and robust communication regarding safety between all levels of SunTran and understands that SMS is dependent upon ongoing management commitment to communication. In addition, the Chief Safety Officer supports all other departments in ensuring that safety messaging and awareness are communicated effectively within each department.

One of management's most important responsibilities under SMS is to encourage and motivate others to want to communicate openly, authentically and without concern for reprisal. Representative of the City's commitment is our employee safety reporting policy and program as described in Section 3 - Safety Management Policy of the PTASP. The Employee Safety Reporting Program sets forth the requirements for both the formal and informal reporting that supports our SMS. Employees are required and encouraged to report hazards, take responsibility for safety in their tasks and work areas, educate themselves on safety in addition to formal training, and attend safety briefings, trainings, activities and events.
Finally, all levels of the agency are required, through formal and informal communications, to ensure that safety information is disseminated throughout the agency. SunTran uses notices, posters and bulletins to ensure all employees are aware of the agency's and their own safety commitments and requirements.

6.02 Communication Method

SunTran communicates safety and safety performance information throughout that conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program, among other information.
Methods of communicating safety information to SunTran employees include face-to-face meetings and interactions, posting and/or distribution of bulletins, department notices, and memoranda. Posted information can be found at a central location in each department easily accessible to employees. Other communication methods include posters, signs, brochures, training materials, rule books, and operating procedures.
SunTran's comprehensive employee safety program includes the following elements:

- Facility/location safety inspections and audits with written reports and follow-up responses to employees as appropriate;
- Periodic employee awareness training;
- Monthly safety committee meetings;
- Special request employee safety training programs;
- Safety posters and notices

6.03 Safety Competencies and Training

The City of Ocala has established a comprehensive safety training program for operations, maintenance, and personnel directly responsible for the safety of SunTran which includes the completion of a safety training program, continuing safety education and training, and **de-escalation training. 5329(d)(1)(H)**
Additional areas of focus for training include:

- **Safety and Security Training**: Training is consistent with the employee's responsibilities to includes safety and security overviews including continuing safety education and training, incident/accident investigation, report requirements, emergency preparedness, and hazard identification.

- **Operator Training**: The Safety Security & Training Department is responsible for operator training for the Fixed Route which includes BOS and BRT, Paratransit, and Trolley Operators, which includes standard bus operating procedures, defensive driving, common bus emergencies, passenger relations, workplace violence, active shooter response, de-escalation training, continuing safety education and training, and emergency communications.

- **Maintenance Training**: The Superintendent of Training and Technical Services is responsible for the training of maintenance personnel. Training for bus maintenance personnel consists of instruction in maintenance best practices/industry standards, maintenance policy/procedures, de-escalation training, continuing safety education and training, and hazardous materials control.

Training mechanisms include classroom, written and video communications, field exercises, and drills. There are formal training programs for operators and employees involved in maintenance activities. These include training classes, training manuals, lesson plans and field observation.
Testing is conducted as necessary to ensure training effectiveness and all safety training is documented. Tests are given to all new operators to ensure knowledge. Refresher and In-Service training of operators can occur as result of accident investigations, long-term absences, and observations. General refresher training for all operators is scheduled on annual cycle. The frequency and amount of training conducted by the various departments depends upon regulatory requirements and the level of hazard associated with the operation. The Chief Safety Officer will work together with SunTran's Operations and Maintenance Contract service provider to ensure that safety elements are included in the curricula and that safety information is disseminated to affected employees. More specifically, this effort includes:

- Identifying requirements for all RTA training as it impacts safety. This encompasses New Employee and Refresher training related to procedures and equipment including manufacturers training and retraining requirements identified as result of accident investigations.
- Reviewing all training programs for safety adequacy
- Assessing the effectiveness of training courses and on-the-job experience
- Providing specific training with specialized curricula to operators, mechanics, and emergency response personnel with the introduction of new vehicle technologies.

6.11 Policy 1 – Employees must actively participate in new employee training relevant to the specific job being performed.

- Training curriculum must be based on federal, state, local, company and contract requirements, incorporating national standards when applicable.
- Training curriculum must be comprehensive and sufficient in length to enable employees to safely and confidently operate in their work environment.
- Employees must be trained for all assigned tasks and equipment used on the job.
- Employees must complete all required hours of each training program.
- Employee performance must be evaluated and documented upon completion of each training program.
- Employees must complete a final written exam upon completion of applicable training programs.

- Training curriculum must be linked to the performance objectives for which employees will be evaluated while on the job.
- Supervisors and Managers will not authorize or instruct any employee to perform work for which employee has not been trained.

6.12 Policy 2 – Employees must actively participate in refresher training or in-service education programs when new requirement, duties, tasks, systems or processes are added or introduced as part of job requirements.

- New requirements include but are not limited to:
- Vehicles, equipment, machinery, tools
- Chemicals or materials
- Laws, regulations, standards, policies or procedures
- Transfer to a new job
- Leave of absence
- Special circumstances or conditions requiring additional training
- Supervisors must coordinate refresher training for employees based on current operating trends. Refresher training should be used for accident prevention and trend reversal.
- Supervisors must ensure that refresher training is provided annually for each employee based on state and contract requirements.
- Supervisors must inform employees when in-service training is required, and provide information regarding the date and time of training.
- Employees who refuse to comply with refresher or in-service training requirements will be subject to disciplinary action.

6.13 Policy 3 – Employees must attend and participate in mandatory, regularly scheduled safety meetings.

- Supervisors must inform employees of the date and time of safety meetings.
- Supervisors must arrange for make-up meetings in event that an employee is absent from a safety meeting.
- Supervisors must ensure that employees have access to and check bulletin boards, orders, and safety notices daily.

6.14 Policy 4 – New Operators must complete all required hours of New Operator Training, including both classroom and Behind-The-Wheel (BTW) hours.

- New Operator curriculum must be based on national training standards, incorporating all federal, state, local, company, and contract requirements.
- New Operators must be evaluated after completion of each Classroom and Behind-The-Wheel (BTW) training module.
- Hours are defined as actual driving hours behind the wheel, or “hands on the wheel time.”
- Make-up driving or classroom sessions must be provided for employees who are absent or short on hour requirements.

- ❖ Operators must complete a final written exam upon completion of New Operator Training.
- ❖ Training progress and verification of program completion must be documented and kept in the employee's file.
- ❖ Supervisors or Managers will not authorize or instruct any Operator to operate vehicles for which the Operator has not received proper training.
- ❖ Supervisors must ensure that training curriculum meets all required hours as mandated by specific client, state, local or contractual requirements.
- ❖ Supervisors must ensure that all Instructors have access to standardized training materials in order to teach key subject areas appropriately.
- ❖ Training curriculum must be reviewed and evaluated annually to ensure that training content is relevant, appropriate, and up to date.

6.15 Policy 5 – Operators must successfully pass on-board evaluations at the end of the training process and before being released to revenue service.

- ❖ Supervisors or other qualified personnel must board the bus and observe the Operator while operating the vehicle.
- ❖ Operator Evaluation forms must be completed and kept in the Operator's file.
- ❖ Supervisors or other qualified personnel must conduct an additional evaluation within 30 days after release into the field for all new Operators.

6.16 Policy 6 – Employees responsible for operating a vehicle must actively participate in post-accident training following a preventable accident.

- ❖ Post-accident training content will be based on the root cause of the accident.
- ❖ Operators must complete post-accident training prior to returning to driving duties.
- ❖ Operator performance must be documented and kept on file, showing that the Operator re-mastered the learning points/driving skills associated with the accident.

6.17 Policy 7 - System-wide SMS Training

All Key SMS personnel, including Departmental Key SMS personnel, the SMS Executive, and the Chief Safety Officer must receive their FTA certifications through TSI according to the requirements above within 3 years from the date of this Plan. The Accountable Executive will be certified through the FTA-mandated training for that position once FTA has implemented the requisite training program through TSI.

SunTran has also implemented an internal SMS training program to educate all employees on their roles in SMS and the requirements of the Safety Plan. This training is tailored to the employee's responsibilities and is broken down into three levels:

1) Executive Management Level, also including Departmental Key SMS Personnel
2) Technical Management Level (Supervisors, Superintendents, area Managers)
3) Front Line Employees

This training will be implemented over the next 2 years as the City of Ocala implements its SMS program system-wide; the program will then be ongoing through SunTran's New Employee Training program. All employees will receive training in the PTASP and their SMS responsibilities before they begin work at SunTran.

6.18 Policy 8 – Safety Related Training

To ensure that all operations and maintenance personnel performing safety-related work are appropriately trained, qualified, and certified on an ongoing basis as needed, SunTran has established the following categorized safety-related training programs.

Safety-related work at SunTran is defined as vehicle operation; maintenance of vehicles, equipment, infrastructure, and facilities; operations and maintenance direct supervision; and operations dispatch.

Table I Safety-Related Work Training Categories

Training	Operator	Supervisor	Maintenance
Bus Operator Training	✓		
Bus Equipment Maintenance Training			✓
Service Supervisor Training		✓	
Maintenance Inspection Training			✓
Post-Accident Retraining	✓		
Operator Extended Absence Training	✓		
Communications/Dispatch Training		✓	
Standard Operating Procedures (SOP) Training	✓	✓	✓

LIMITED SHARING

SECTION 7: State of Florida Rule 14-90 Requirements

6.18.0 Security Program Plan

In accordance with Rule 14-90, The City of Ocala (SunTran) Transit Division has adopted, and implemented a Security Program Plan (SSP), which covers the security portion of the system safety program. The SSP contains information about prevention, mitigation, preparedness, response, recovery, and associated organizational responsibilities.

Per Rule 14-90, the SPP has been adopted separately from the SMS. Bus transit systems are prohibited by Section 119.071(3) (2), Florida Statutes, from publicly disclosing the SPP, as applicable under any circumstance. The document is maintained in a secured location by management and given only to the applicable personnel within the agencies and departments responsible for activities in the plan. On site access to the SPP is granted to regulatory authorities (FDOT, FTA, etc.) on an as needed basis. Select portions of the SPP may be shared with employees depending on their job responsibilities.

6.18.1 Hazard and Security Plan Training

SunTran offers all drivers training on Safety and Security – the training program is as follows: Transit Safety Institute (TSI) computer-based training offers a classroom setting and discussion to ensure material is adequately covered.

- Inspecting for Security
- Identifying threat
- Threats and Management Steps

National Safety Institute and FTA Federal Transit Administration. Directs and offers presentations in a classroom discussion in following areas.

- System Security Awareness (Warning Signs) 20 min Video
- Vehicle Pre-Trip Inspection and Post Trip Inspection - Drivers are instructed in classroom and instructed when performing an actual inspection. All Drivers perform a pre-trip inspection before taking any vehicle on the road. This is part of the training for a new driver as well as continued training for all SunTran Drivers. This education is part theory and part practical training.
- Drivers receive instruction for hazardous materials on the bus. The information is reviewed at the start of new hire bus orientation, during quarterly refresher training, including Emergency Management training that details what is hazardous that should not be transported.
- Observation by Employees includes suspicious activity. Drivers receive instruction from (TSI) Transportation Safety Institute training program with discussion and videos giving drivers a look at how to handle situations, and how to identify threats on their daily route.
- Driver Management Security Situations – The Customer Service training has detailed instruction that includes how an operator should respond to passenger situations.

    a. Review the rules with the passengers
    b. Complaints and defusing arguments – reviewed in driver training
    c. Calling into dispatch for back-up
    d. Maintaining control of the vehicle and reporting all incidents.

All Drivers must report any Incident or Hazard concern to the Dispatcher and or Supervisor. All drivers will receive instruction on how to report or write up any safety event or incident that takes place on or during the daily route.

6.18.2 State of Florida Minimum Operational, Safety and Maintenance Requirements

To establish a plan for selecting and training operators. The Contractor Operations Manager is responsible for overall compliance with all operating and driving requirements including the recruiting, training, and supervision of employees including drivers pursuant to Rule 14-90.

6.18.3 Qualification and Background Checks

The Contractor Operations Manager is responsible for ensuring that the following minimum standards are met when hiring new drivers:

1. Completed Employment Application
2. Must possess Valid Class B or C Florida driving license with "P" endorsement.
3. Successful completion of the DOT pre-employment drug test.
4. Conduct Criminal background check and driving records check including, but not limited to, the following items.

- Valid Driver's License check
- Social Security Number validations
- Criminal history background check
- Employment reference checks
- Employment physical including, eye examination, Federal Transportation Administration (FTA) alcohol and drug-screening test

5. Signed acknowledgement of receipt and agreement to comply with drug-free workplace policy
6. Successful completion of required orientation, training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus before driving on a street or highway.
7. Signed acknowledgement of receipt of operational policies and procedures manual(s)

The Contractor Operations Manager shall ensure that all driver license records are reviewed and copies of the review results indicating the licenses are valid are placed in personnel files and maintained for five (5) years. A Driver License Verification List will be used to track the expiration dates of all licenses to ensure validity. Per the Employee handbook, all drivers are required to report to the supervisor immediately of receiving a ticket or having an accident while in their personal vehicle. Employees must notify management within two (2) weeks if there are any other changes in the status of driver licenses. The General Manager will perform criminal background and Motor Vehicle Record checks annually.

6.18.4 Medical Exams (Pre-employment and During employment)

The Contractor General Manager must administer an acceptable medical examination program for CDL driver positions and other applicable personnel. This includes the following:

- Employees may be required to take physical examinations at other times if management deems it necessary. Physical examinations will be scheduled for the employee by the administrative staff. Continued employment is contingent upon taking and satisfactorily passing physical examinations.

- All examinations will be recorded on Form 725-030-11 for transit system

drivers. The medical examinations will be performed by an approved licensed, Doctor of Medicine or Osteopathy, Physician Assistant, registered Nurse practitioner, or ophthalmologist/optometrist (visual section only). The health professional performing the examination will maintain the original executed form and issue a certification copy to the Transit Operator that will be placed in the employee's file. The Contractor Operations Managers will not allow any driver to operate a transit vehicle without having a completed medical examination certification dated within the past twenty-four (24) months. All employee records are retained for a minimum of four years past employment.

- All information will be in a DOT Drivers Physical Exams Log. The log will provide employee name, next due date, years approved. A file of original DOT paperwork will be kept for reference. The operator will receive a copy to comply with driving standards.

6.18.5 Training, Testing, and Supervision

The safe operation of vehicles and the safe transportation of passengers is one of SunTran's highest priorities. Our passengers depend on the knowledge, judgment, and skills of the drivers for their safety and welfare. The training program prepares drivers for these responsibilities but must also go beyond the initial new hire training.

The Operations Manager will develop and maintain a Training Manual for new hire training and testing of employees as part of the Safety Training Program. The training manual shall include but not be limited to the following topics:

1. Communication and handling of unsafe conditions, security threats, and emergencies.
2. Familiarization and operation of safety and emergency equipment, wheelchair lift/ramp equipment, and restraining devices.
3. Application and compliance with all applicable federal and state laws, rules and regulations.
4. Communications- Cellular and electronic devices policy.
5. Drug free workplace Policy.
6. Daily vehicle inspection form completion pursuant to Rule 14-90.006, F.A.C.
7. Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus. A vehicle checklist filled out and signed by the operators and driver trainees will be maintained documenting completion of training and testing.
8. Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised.
9. A Driver Final Road Evaluation will be conducted by the General Manager before releasing a driver out on their own
10. In addition, all drivers will complete a defensive driver course and a distracted driving course. This includes a Driver evaluation every three (3) years that will review vehicle inspection, Wheelchair loading and Securement, following a Behind the Wheel road test.

The assigned Driver Trainer is responsible for training all New Hire's and Continuing Education. All driver training adheres to (Rule 14-90.004). Records detailing administered training for each employee shall be maintained for five (5) years. At a minimum training will include:

TRAINING TOPICS	
Transit system safety and operational policies/procedures (TAPTCO / TSI)	Vehicle & Equipment Inspections
Basic operations and maneuvering	Equipment Familiarization
Boarding and alighting passengers	Operation of wheelchair lifts & ramps
Handling of emergencies & security threats	Radio Procedures
Defensive driving (must be taken every three years)	Use of electronic devices/wireless communications
Passenger assistance and securement	Driving conditions
Security & threat awareness	SMS Principles & Employee Safety Hazard Reporting
Applicable Local, State, & Federal laws, rules, & regulations	Substance abuse policy

6.18.6 Refresher Training/Continuing Education

SunTran will provide ongoing opportunities for drivers to practice their skills. Annual refresher quarterly training and continuing education will be provided and designed to keep the drivers up to date on safety issues/trends and to build confidence to better perform job duties in a safe accident-free manner. The types of instruction will include:

Classroom instruction – eLearning.
Behind the Wheel Evaluations.
Safety Instructional Videos.
Safety alerts and continuing education on current changes or topics that may affect Transit drivers.

6.18.7 Substance Abuse (Drug & Alcohol) Testing

SunTran is committed to providing safe, dependable, and economical transportation service to its passengers. It is the agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe productive and healthy manner.
- Create a work place environment free from the adverse effects of drug and alcohol abuse or misuse.
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

This complies with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40. All other provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

The General Manager and Operations Manager are responsible for the administration and oversight of the program. This includes all testing and reporting to FTA. Along with the Drug and Alcohol Management Information System (DAMIS) reporting on a yearly basis.

6.18.8 Employee Training

Safety-sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. Including, 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.
Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.
All employees receive a copy of the Substance Abuse Management Policy. This includes ongoing annual training requirements for safety sensitive employees.

6.18.9 Preventive Maintenance

A preventative maintenance schedule is implemented to inspect for safety hazards and to maintain vehicles in a manner conforming to safety regulations. SunTran will perform scheduled preventive maintenance on all vehicles at A-6,000 miles, B-12,000 miles, C-24,000 miles, D-48,000 miles, and E-72,000 miles.), every 6,000-mile interval following the sequence “A”, “B”, “A”, “C”, according to the agency’s maintenance plan. As preventative maintenance inspections are scheduled by projected mileage, the agency will allow ±500 mile deviations in mileage interval, so long as the actual mileage interval meets the manufacturer’s recommended maintenance schedule. Inspection “A” will be performed every 6,000 miles, inspection “B” will be performed every 12,000 miles, and inspection “C” will be performed every 24,000 miles on each vehicle. D is performed at 48,000 miles and E at 72,000 miles. Safety inspections are part of the maintenance inspections and will be performed at least once every year with inspection type “C” on each vehicle. When a vehicle is due for an inspection, it will be taken out of service until the inspection is completed. This allows a series of repairs to be carried out while minimizing costs and optimizing the number of operational vehicles. If a vehicle is “down” for an extended period due to unavoidable circumstances, preventative maintenance will temporarily be suspended until the vehicle can be returned to service. However, the annual inspection will be conducted on all vehicles regardless of “up/down” status and/or mileage accrued.

SunTran’s Fleet Maintenance Manager will regularly perform Quality Control (QC)/Quality Assurance (QA) checks to ensure that the inspections and repairs, both in-house and contracted, are completed and documented properly. Each vehicle will have a written record documenting preventive maintenance, regular maintenance, inspections, lubrication and repairs performed. Such records will be maintained for at least four years and include, at a minimum, the following information:

- Identification of the bus, the make, model, and license number or other means of positive identification and ownership.
- Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.
- The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

For tracking purposes, a maintenance log will be kept containing vehicle ID, make and type of vehicle, year, model, special equipment, inspections, maintenance and lubrication intervals, and date or mileage when services are due. When needed a report can be printed for auditing purposes.

6.19 Bus Safety Inspections

Safety inspections are part of the maintenance inspections and are performed at least once every year on all buses operated by SunTran and contracted service providers. The

Contractor Fleet Maintenance Manager is responsible for ensuring that each individual performing a bus safety inspection is qualified as follows:

- ❖ Understands the requirements set forth in Rule 14-90 and can identify defective components.
- ❖ Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.
- ❖ Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment as referenced or specified by Rule 14-90. Specific operable equipment and devices as required by Rule 14-90 include the following as applicable to Type I and II buses:

1) Horn
2) Windshield wipers
3) Mirrors
4) Wiring and batteries
5) Service and parking brakes
6) Warning devices
7) Directional signals
8) Hazard warning signals
9) Lighting systems and signaling devices
10) Handrails and stanchions
11) Standee line and warning
12) Doors and brake interlock devices
13) Step-wells and flooring
14) Emergency exits
15) Tires and wheels
16) Suspension system
17) Steering system
18) Exhaust system
19) Seat belts
20) Safety equipment
21) Equipment for transporting wheelchairs
22) Working speedometer

A safety inspection report will be prepared by the individual(s) performing the inspection and will include the following:

- ❖ Identification of the individual(s) performing the inspection.
- ❖ Identification of the bus transit system operating the bus.
- ❖ The date of the inspection.
- ❖ Identification of the bus inspected.
- ❖ Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
- ❖ Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

Records of annual safety inspections and documentation of any required corrective actions will be retained for a minimum of four years for compliance review.

6.19.1 Transit Vehicle Failures

SunTran follows these guidelines for mechanical failures. If a Bus breaks down offsite away from the Transit Center, or we receive a phone call from the driver or by two-way radio, the process is as follows:

- Missing belt or a Brake Issue, the vehicle will be towed into Fleet.
- Electrical issues, Fleet may send road repair, or the vehicle will be towed.
- Vehicle Checklists sheets, Service Due remove from service send to Fleet maintenance same day or next day.
- Lift problem, remove from service send to Fleet maintenance for repair that same day.
- Brake issue; remove from service send to Fleet maintenance for repair that same day.
- Steering issue; remove from service send to Fleet maintenance for repair that same day. All vehicles for repair are placed into a serve area. Once repaired by Fleet maintenance, all completed vehicles are placed in line for use.

The Managers, Supervisors, and Dispatchers follow this process for the safe performance of all transit vehicles and equipment.

6.2 Vehicle and Equipment Standards Procurement Criteria

SunTran will procure vehicles utilizing the Transit Research-Inspection-Procurement Services (TRIPS) program, formerly known as the Florida Vehicle Procurement Program (FVPP), and the Florida Consortium and other State Programs strictly adhering to the vehicle equipment standards and procurement criteria specified in 14-90.007.

- All buses procured and operated must meet the following minimum standards, as applicable:

    a. The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

    b. Structural integrity that mitigates or minimizes the adverse effects of collisions.

    c. Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403, and 404, October 1, 2008, hereby incorporated by reference.

- Proof of strength and structural integrity tests on new buses procured will be submitted by manufacturers or bus transit systems to the Department.

In addition, every bus operated by the agency will be equipped as follows:

- Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of

this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

- Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-

- sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

- Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

- Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

  Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

- Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.
- Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

- Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed either inside or outside so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio-visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

  - Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

    i. No bus shall be operated with a tread groove pattern depth:

       1. Less than 4/32 (1/8) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.
       2. Less than 2/32 (1/16) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

    ii. No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

    iii. Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

- Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts, shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

- Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

- Seat Belts. Every ~~bus~~ shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 571.209 October 1, 2008, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C. F. R. 571.210 October 1,2008, hereby incorporated by reference.

- Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

    i. Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or a clearly marked compartment and be readily accessible.

    ii. Each fire extinguisher shall be maintained in efficient operating condition and equipped with some means of determining if it is fully charged.

    iii. Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, Florida Statutes.

- Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, October 1, 2008, hereby incorporated by reference, as well as the following:

    i. Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

    ii. Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.

    iii. The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

    iv. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of

the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus or vertically beyond the lowest part of the rim of the wheel closest to the lift.

v. Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.
2. The month and year of manufacture.
3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

- Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

6.21 Hazard and Security Plan (HSP)

In accordance with Rule 14-90.004(2), SunTran has adopted, and implemented a Hazard and Security Plan (HSP), often referred to as the Security Program Plan (SPP), which covers the hazard and security portion of the system safety program. The HSP contains information about prevention, mitigation, preparedness, response, recovery, and associated organizational responsibilities. The purpose of the HSP/SPP is to specify:

- Actions required of employees on a daily, weekly, monthly, and annual basis to prevent or reduce the likelihood of security and emergency events from occurring, and to mitigate the effects of those events that do occur.
- Measures needed to prepare for incidents occurring within the transportation system and in the surrounding community.
- Agency procedures that should be established to respond to security hazards and emergencies that affect the system and its customers.
- Formal processes to recover from routine security events or major emergencies.
- Roles, responsibilities, and interagency coordination required to respond to a disaster or security event.

6.3 Records Management

14-90 requires that system safety documents be maintained and retained by the agency for at least four years. Records of daily bus inspections and any corrective action documentation must be retained by the agency for a minimum of two weeks.

The General Manager for SunTran is responsible for implementing a records management program that includes maintenance, retention, distribution, and safe disposal of all safety and security records of the agency in compliance with state and federal regulations.

All safety and security documents of the agency Hazard Safety Plan will be periodically revised, as needed, to ensure that they are up to date. Revisions and updates will be communicated with employees, contractors, and regulatory agencies as they occur or as deemed necessary by the management depending on the nature of the revision or update. The HSP is considered a confidential document and will be retained in a secure location by management.

SunTran will maintain and retain the following records for at least four years:

- ❖ Records of bus driver background checks and qualifications (Contractor General Manager)
- ❖ Detailed descriptions of training administered and completed by each bus driver (Contractor Operations Manager).
- ❖ A record of each bus driver's duty status, which will include total days, worked, on-duty hours, driving hours, and time of reporting on and off duty each day (Payroll).
- ❖ Event investigation reports, corrective action plans, and related supporting documentation (City of Ocala Transit Manager or assigned Contractor designee).
- ❖ Records of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus (Fleet Maintenance Manager).
- ❖ Records of annual safety inspections and documentation of any required corrective actions (City of Ocala Transit Manager).
- ❖ Completed and signed CDL Medical cards for each bus driver (Contractor Operations Manager).

In addition, SunTran will retain records of daily bus inspections and any corrective action documentation for a minimum of two weeks.
An organized electronic filing system will be maintained by the agency and adequately backed up to prevent potential loss of information. All sensitive personnel records will be protected from public access. When ready for disposal, both paper and electronic data will be disposed of in a secure manner ensuring that critical information is protected.

6.31 Safety Data

Understanding safety data is an important step towards allocating important and scarce resources to implement safety program elements. Safety data relative to transit provider operations can be used to determine safety trends in system operation. The following data will be collected and retained by SunTran on an ongoing basis:

- ❖ Accident and incident data.
- ❖ Maintenance data including daily vehicle inspection forms.
- ❖ Passenger claims and complaints.
- ❖ Records of crimes and rule violations occurring in and around the transit agency.

The data will be analyzed by SunTran management both qualitatively and quantitatively for safety hazard identification, resolution and risk management purposes. The analysis will be conducted and will account for frequency, severity, causal factors, and acceptability of occurrences. The analysis results will be useful for identifying necessary actions to minimize safety risks. Analysis of safety data will also help improve system performance, not only in respect to safety, but also in overall delivery of service to the public. In addition, trend analyses of safety data can help determine the effectiveness of safety initiatives that have been implemented. The results of such analysis will be shared with agency staff and/or law enforcement agencies on, at minimum, an annual basis for awareness and support.

6.32 Operating and Driving Requirements

14-90.006 requires that bus transit systems establish operational and driving requirements. The 14-90 requirements relating to this section are noted below and presented as general text.

The Contractor Operations Manager is responsible for overall compliance with all operating

and driving requirements.

It is the responsibility of every SunTran employee who performs driving and/or operational duties to strictly adhere to the following requirements:

a. Under no circumstances is a driver allowed to operate a vehicle without having the appropriate and valid driver's license in his or her possession.

b. Commercial operators are not permitted to drive a bus when his or her driver license has been suspended, cancelled, or revoked. A driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked is required to notify his or her supervisor of the contents of the notice immediately, if possible, otherwise no later than the end of the business day following the day he or she received the notice. Violation of this policy may result in disciplinary actions including suspension or termination of employment.

c. SunTran management will annually check Motor Vehicle Records (MVR) for all commercial operators for investigating information on license suspensions, revocations, accidents, traffic violations, unpaid summons, etc. SunTran's Operations Management will also check driver license status of each driver utilizing the FDOT website - https://www6.hsmv.state.fl.us/DLCheck/main.jsp.

d. Buses must be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

e. Rule 14-90 defines "On Duty" and "Off Duty" status of commercial operators as follows:

1. "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

    a. Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

    b. Inspecting, servicing, or conditioning any vehicle.

    c. Driving

    d. Remaining in readiness to operate a vehicle. (stand-by)

    e. Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

2. "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

f. Commercial operators are not permitted to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver is not permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period begins from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

g. Commercial operators are not permitted to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days is required to have a minimum of 24 consecutive hours of off duty time prior to returning to on duty status.

h. A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

i. Commercial operators are not permitted to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

j. Commercial operators will not report for duty or operate any vehicle while under the influence of alcohol or any other substance, legal or illegal, that may impair driving ability. All employees are required to comply with agency's Substance Abuse Policy.

k. Commercial operators are required to conduct daily vehicle inspections and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

l. Commercial operators are required to immediately report any defect or deficiency that may affect safe operations or cause mechanical malfunctions. Any defect or deficiency found shall be properly documented on a Vehicle Inspection form and should be submitted to the Operations Supervisor.

m. The Supervisor will review the list of daily inspection reports that have a problem listed and document corrective actions taken as a result of any deficiencies identified by daily inspections. The Operations Supervisor will submit the deficiencies to Maintenance Department for correction.

n. A bus with any passenger doors in the open position will not be operated with passengers aboard. The doors will not be opened until the bus is stopped. A bus with any inoperable passenger door will not be operated with passengers aboard, except to move a bus to a safe location.

o. Commercial operators will ensure that during darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely. Adherence to pre-trip inspection requirements help insure the ability of this requirement to be met.

p. Passengers will not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

q. Passengers will not be permitted to stand on buses not designed and constructed for that purpose.

r. Buses will not be refueled in a closed building. The fueling of buses when passengers are being carried will be reduced to the minimum number of times necessary during such transportation.

s. Commercial operators are required to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

t. Buses will not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device will be properly set at any time the bus is left unattended.

u. Buses will not be left unattended in an unsafe condition with passengers aboard at any time.

v. Commercial operators are prohibited from leaving keys in the vehicle for any reason at any time the bus is left unattended.

w. Transit vehicles will not be used at any time for uses other than those that are authorized and permitted according to state and federal program requirements.

Noncompliance with these requirements may result in disciplinary actions including suspension or termination of employment.

6.33 Qualification and Selection of Commercial Operators

14-90.004(3) requires bus transit systems establish criteria and procedures for the selection, qualification, and training of all commercial operators. The criteria shall include the following:
(a) Driver qualifications and background checks meeting minimum hiring standards.
(b) Driving and criminal background checks for all new commercial operators.
(c) Verification and documentation of valid driver licenses for all employees who drive buses.
(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
(e) Bus transit systems shall provide written operational and safety procedures to all bus commercial operators before driving on streets or highways unsupervised.
(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.
(g) Bus transit systems shall maintain the following records for at least four years:
1. Records of bus driver background checks and qualifications.
2. Detailed descriptions of training administered and completed by each bus driver.
3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.
(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.
(i) Bus transit systems shall require that commercial operators write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

SunTran is responsible for ensuring that the following minimum standards are met when hiring new commercial operators:

- Must possess a valid Florida driving license of appropriate class and endorsements.
- Criminal background check (with local law enforcement and the Florida Department of Law Enforcement) and driving records check including, but not limited to, the following items:
  - Complete Driving records through the Florida Department of Motor Vehicles.
  - E-Verify is used to determine the right to work in the USA.
  - Level 2 Background Check through the Florida Department of Law Enforcement.
  - Employment reference checks.
  - Complete employment application.
  - Successful completion of pre-employment physical including an eye examination and drug-screening test.
  - Signed acknowledgement of receipt and agreement to comply with drug-free workplace policy.
  - Successful completion of required orientation, training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
  - Signed acknowledgment of receipt and compliance with the following written operations and safety procedures before driving on a street or highway unsupervised:
    1. Communication and handling of unsafe conditions, security threats, and emergencies.

2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
3. Application and compliance with all applicable federal and state laws, rules, and regulations.

❖ Commercial operators are required to write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

❖ Personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety are not bound to the following two provisions**:**

1. Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
2. Bus transit systems shall provide written operational and safety procedures to all bus commercial operators before driving on streets or highways unsupervised.

Noncompliance with any regulatory or agency specific requirement may result in an employee administrative action up to and including suspension or termination of employment. It is the policy of SunTran to screen applicants to eliminate those that pose a safety or security threat to the agency or would not be able to carry out agency safety and security policies.

6.34 Driver Safety Training and Testing

14-90.004(3) establishes driver training and testing requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.

All employees and commercial operators of SunTran and all contract service providers are required to complete all training and testing requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.

The Operations Manager will develop and maintain a Training Manual for new hire training and testing of employees as part of the Safety Training Program. The manual will contain training course content, curriculum, lesson plans, and testing requirements. All training and testing activities will be adequately documented by the designated Driver Trainer. The Driver Trainer is responsible for conducting and documenting all training and testing activities utilizing a certification process. Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment.

The following section discusses the training and testing programs to be administered by the Driver Trainer.

6.35 Initial Driver Training and Testing

Upon hire and prior to being placed into road service, all commercial operators are required to complete training and testing in the following areas:

a. Bus transit system safety and operational policies and procedures.
b. Operational bus and equipment pre-trip and post trip inspections for all vehicle types.
c. Emergency equipment familiarization.

d. Basic operations and maneuvering.
e. Boarding and alighting passengers.
f. Operation of wheelchair lift and other special equipment.
g. Defensive driving.
h. Passenger assistance and securement.
i. Handling of emergencies and security threats.
j. Security and threat awareness, follows Chapter 14-90 Regulations.
k. Driving conditions.

As part of the driver training program, specific procedures have been incorporated within to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

In addition, new commercial operators are required to undergo an operator evaluation with an experienced driver trainer. A new-hire training record must be completed to ensure the employee has received all required 14-90 training and information before being authorized for over-the-road service.
After successful completion of each training and testing module, the agency is required to document and record the satisfactory completion of the employee's training and submit to the Driver Trainer. Certificates of completion will be maintained in the driver files for a minimum of 4 years.

All newly hired employees are also provided instructional training by the Operations Manager per agency's HSP. Commercial operators are given instruction in SunTran rules and standard operating procedures in the following areas:

- ❖ General rules of the agency including employee conduct codes.
- ❖ Personal appearance and conduct, covering uniforms, grooming, and employee conduct.
- ❖ Customer service, covering expectations of employees when dealing with the public, including instruction on how, to whom to report security incidents, and types of individuals and/or situations to be aware of and report.
- ❖ Traffic laws, covers applicable traffic-related laws and regulations, drug and alcohol testing, and drug and alcohol use restrictions.
- ❖ Fare handling covers fare collection procedures and provides instruction in dealing with fare disputes, conflict resolution, and notification of security personnel.
- ❖ Americans with Disabilities Act requirements, provides instruction in complying with ADA requirements and providing service to disabled patrons.
- ❖ Radio procedures, which provides instruction on radio procedure for both routine and emergency radio traffic. Including instruction on reporting crimes, suspicious acts, and potentially hazardous situations.
- ❖ Report writing, which provides instruction on report writing, and reporting requirements.
- ❖ Substance abuse policy, which implements a drug and alcohol testing program.
- ❖ Occupational Safety and Health Administration (OSHA) standards, covering blood borne pathogens and other occupational exposure to health hazards.
- ❖

6.36 Wireless Communication

According to 14-90.004, bus transit systems must implement a wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and

b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes must be developed that assure:

a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and

b. The use of a wireless communications device does not interfere with the operator's safety related duties.

Also, bus transit systems shall develop a driver educational training program addressing:

a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and

b. The hazards associated with driving and utilizing a wireless communications device.

"Wireless communication device" means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers). "Personal wireless communications device" means an electronic or electrical device that was not provided by the bus transit system for business purposes. "Use of a wireless communication device" means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; to execute a computational function, or to perform any other function that is not necessary for the health or safety of the person and that entails the risk of distracting the employee from a safety-critical task. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.

SunTran requires all commercial operators to fully comply with the following wireless communication policies.

Policies on the use of a personal wireless communication device:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion.

b. All personal wireless communication devices must be turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

c. In an emergency, if a driver is unable to use the radio (e.g., driver is separated from the vehicle due to a need to evacuate, or the radio is inoperable because it is beyond the radio coverage area, or other malfunction), a personal cellular phone may be used to contact the agency. In such situation, the driver must park the vehicle in a safe place off the road and call the direct line to the dispatcher.

d. Commercial operators are not permitted to use any wireless communication device issued by the bus transit system while the transit vehicle is in motion except brief radio communications with the dispatcher. If the driver must use the radio for a long duration, he/she must stop the vehicle in a safe place off the road.

e. The use of a wireless communication device is prohibited while loading or unloading a wheelchair patron or while conducting any other safety related duty that require the driver's undivided attention. If wireless communication is necessary, the driver will use a company issued wireless communication device before or upon completion of the safety related task.

f. Employees are permitted to use wireless communication devices issued by the bus transit system in the following situations –

1. A driver needing to communicate with the dispatcher and vise-versa.
2. A driver requesting medical or emergency assistance.
3. A driver reporting an illegal activity, a traffic accident, a road hazard, or a safety or security threat.
4. A Limited English Proficient person needs translation service.

SunTran requires all employees to follow the radio operating procedures. In addition, SunTran has developed a driver educational training and testing program on the proper use of a wireless communications device while in the performance of safety related duties and hazards associated with driving and utilizing these devices. The wireless communications device training and testing is included in Driver Training which all commercial operators are required to complete upon hire, before driving on a street or highway unsupervised.

6.37 On-Going/Refresher Training and Testing

The Operations Manager will develop and maintain a Training Manual for ongoing and refresher training and testing of employees. The manual will contain training course content, curriculum, lesson plans, and testing requirements. On-going/refresher training and testing sessions will be conducted as necessary to remain compliant with Rule 14-90. The commercial operators are required to attend training and testing in all areas specified by Rule 14-90 at least once every three years. All training and testing activities are to be recorded and retained in files for a minimum of four years.

6.38 Remedial Training and Testing

SunTran will employ remedial training for commercial operators who have been involved in a serious collision or have developed unsafe driving behavior or other driving problems. Other causes for remedial training may include persistent customer complaints, supervisor recommendations, or a result of ongoing evaluations. Depending on the circumstances, the Operations Manager will determine the appropriate remedial training and testing, the results of which will also be documented and retained in files.

6.39 NIMS Training

The National Incident Management System (NIMS) provides a consistent nationwide template to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents (http://www.fema.gov/emergency/nims/). The NIMS system requires that transit agencies comply with number of specific activities to ensure personnel who will be conducting activities in response to emergencies use the standard Incident Command System (ICS).

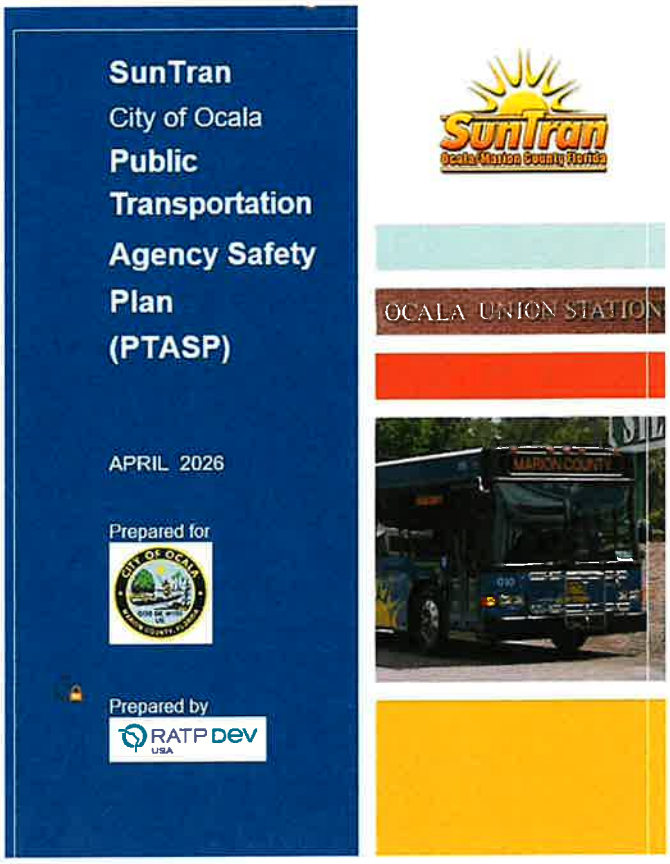
SunTran HSP requires that management staff take available NIMS training to understand this requirement and to coordinate regularly with outside organizations to prepare for coordinated responses to incidents. All training and testing activities will also be recorded and retained in files.

ATTACHMENTS

Approval Page
Safety Committee Meetings
SMS Commitment Page
NTD Reports
RATP Dev PTASP
RATP Dev Policy Statement
RATP Dev Safety Management Policy
Florida Administrative Code 14.90
LYTX System
Monday.com

LIMITED SHARING

ATTACHMENT – SIGNATURES



SIGNATURE	TITLE	DATE
	Accountable Executive Transit Administrator	5/27/26
	Chief Safety Officer/SMS Executive Transit Administrator	5/27/26
Elizabeth Suchsland	SMS Site Coordinator Contractor General Manager Signature	4-29-2026
	SMS Executive Contractor Regional Manager Signature	

Annual Safety Certification and Adoption

Date:
Name: City of Ocala
SunTran
Address: 1805 NE 30th Avenue
Building 900
Ocala, FL 34470

In accordance with FTA 49 CFR Part 673 Final Rule, the bus system named above hereby adopts and certifies to the following:

1. The adoption of the City of Ocala Safety Management System (SMS) for calendar year 2025-2026

2. Compliance with adopted standards of the Public Transportation Agency Safety Plan (PTASP), for calendar year 2025-2026

3. Performance of safety inspections on all buses operated in accordance with Rule 14-90.009, for calendar year 2025-2026

Signature: _____
Name: Peter Lee
Title: City of Ocala, City Manager

Signature: _____ 5/27/26
Name: Tom Duncan
Title: Transit Administrator • Growth Management/SunTran

CITY OF OCALA
PUBLIC TRANSPORTATION SAFETY PLAN
PTASP 2026 UPDATE

RATP Dev / SunTran – Ocala – Safety Committee

The Safety Team commits to working to meet or exceed the Federal Transit Administration's Public Transportation Safety Plan (PTASP) / Safety Management System (SMS) requirements This Team takes safety and security in a serious manner and commits to keeping SunTran and its employees and passengers safety.

Each Team Member has committed to work to meet the goals of the Safety Management System, by committing to Remove or Reduce Risk, Do it Right, the First Time, Every Time, and No Unsafe Behaviors.

The Safety Committee is scheduled to meet on a bi-monthly basis. Agendas for the Safety Meeting, Safety Meeting Attendance Records, and notes of action will be kept on file in the General Manager's office.

The Safety Committee is responsible for the following:

- Approving the ASP and any updates to the ASP
- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment [49 U.S.C § 5329(d)(5)(A)(iii)]
- Identify mitigations or strategies that maybe ineffective, inappropriate, or were not implemented as intended [49 U.S.C § 5329(d)(5)(A)(iii)]
- Identifying safety deficiencies for purposes of continuous improvement [49 U.S.C §5329(d)(5)(A)(iii)]
- Establishing performance targets for the agency's risk reduction program

Safety Committee Team Members are as follows.

City of Ocala Name
Tom Duncan
RATP Dev SunTran Name
Elizabeth Suchsland
Eddie Dickens
Steven Roy
Eddie Santiago
RATP Dev SunTran Front Line Employee Name
Gary Simpson Operations

LIMITED SHARING

CITY OF OCALA
PUBLIC TRANSPORTATION SAFETY PLAN
PTASP 2026 UPDATE

RATP Dev / SunTran – Ocala – Safety Committee

January 6, 2026

Start Time: 11:30 a.m. End Time: 12:30 p.m.

Agenda Items

1. Union Station
    a. Signage for approval to post inside of bus. Requesting assistance to verify Spanish translation is correct.
    b. Training Page to be review and approved for back door deboarding.

2. Route Changes – Once a Year
    a. Need to finalize list of route changes.
    b. Route changes should be reviewed as changes to improve Safety and On Time Performance.

3. Open Discussion

LIMITED SHARING

CITY OF OCALA
PUBLIC TRANSPORTATION SAFETY PLAN
PTASP 2026 UPDATE

RATP Dev / SunTran – Ocala – Safety Committee

April 16, 2026

Start Time: 11:30 a.m. End Time: 12:30 p.m.

Agenda Items

1. Bikes / Bike Racks

    a. RATP Dev revised policy expected to be completed next year. Until then we will continue to operate under existing policies.
    b. Oversized tires. RATP Dev Regional Safety Manager is requesting additional information on the specific bike. Eddie Dickens and Liz Suchsland will work to film a video, take additional pictures, etc. Following this, the RATP Dev Regional Safety Manager will approve / disapprove our recommendations.

2. PTASP – Update to RATP Dev and City Staff next week.

3. Open Discussion

As a RATP Dev / Ocala SunTran Team Member,

I have received and commit to the goals outlined by the Safety Management System, Remove or Reduce Risk, Do it Right, the First Time, Every Time, and No Unsafe Behaviors.

PRINT NAME
DATE
SIGNATURE



Safety Management System



Mission

Remove or Reduce Risk

Vision

Do it Right, the First Time, Everytime

Values

No Unsafe Behaviors

Hazard Identification

Unsafe Behaviors

Following too closely
Unprepared for what is coming
Not being prepared for what is around you
Not communicating with other drivers or pedestrians
Speeding
Rushing
Backing without a spotter or GOAL
Not rocking & rolling to see around blind spots
Turning without using your reference points
Not adjusting your mirrors to minimize blind spots
Operating unsafe equipment
Having confrontations or heated discussions with passengers
Distractions – texting, dialing, or reading maps
Rolling through stop signs
Driving too fast for conditions
Driver fatigue
Slips, trips & falls
Drugs & alcohol

Hazard Mitigation

Remove or Reduce Risk

1 Leave room / Always stay back at least four seconds
2 Look ahead
3 Look around
4 Communicate
5 Stay within posted speed limits
6 Be in control, take your time. If late, stay late
7 Avoid backing the bus or use a spotter or GOAL
8 Rock & roll for turns
9 Use your reference points
10 Adjust your mirrors
11 Do a thorough Pre & Post Trip and only operate a safe vehicle
12 Smile and be polite at all times. Use Verbal Judo
13 Focus on the driving
14 Always stop at stop signs
15 Slow down and pull back for rain, snow, ice or fog
16 Get enough sleep, always be alert and awake
17 Always keep your balance, no rushing, use three point contact
18 Never be under the influence of drugs or alcohol

TAPTCO
TRANSIT AND PARATRANSIT COMPANY

Professionals apply these practices every day

TAPTCO
TRANSIT AND PARATRANSIT COMPANY

Operating the vehicle safely is of critical importance.

When you follow all the practices on the right side of this card, and avoid the behaviors on the left side of the card, you will be operating safely.

Please study these 18 safe practices and commit, as a professional operator, to follow these safe behaviors at all times.

© Transit & Paratransit Company

Transit & Paratransit Company
5611 Hudson Drive, Suite 100, Hudson, Ohio 44236
Tel 1 855 963 3900 **www.taptco.com**

NTD ID	40120
Reporter Name	City of Ocala, Florida
Report	2025 (Revision: 2)

Safety Data (S&S-60)

Physical Assaults

	Physical Assaults in Transit Vehicle	Physical Assaults in Revenue Facility	Physical Assaults in Non-Revenue Facility	Physical Assaults in Other Location
Total event Counts				
Major Safety and Security Events	0	0	0	0
Non-Major Events (non-injury)	0	0	0	0
Injuries Counts				
Operator Injuries	0	0	0	0
Other Transit Worker Injuries	0	0	0	0
Other Injuries	0	0	0	0
Fatalities Counts				
Operator Fatalities	0	0	0	0
Other Transit Worker Fatalities	0	0	0	0
Other Fatalities	0	0	0	0

Non-Physical Assaults

	Non-Physical Assaults in Transit Vehicle	Non-Physical Assaults in Revenue Facility	Non-Physical Assaults in Non-Revenue Facility	Non-Physical Assaults in Other Location
Total event Counts				
Major Safety and Security Events	0	0	0	0
Non-Major Events (non-injury)	0	0	0	0

Injuries Counts				
Operator Injuries	0	0	0	0
Other Transit Worker Injuries	0	0	0	0
Other Injuries	0	0	0	0
Fatalities Counts				
Operator Fatalities	0	0	0	0
Other Transit Worker Fatalities	0	0	0	0
Other Fatalities	0	0	0	0

Additional Details

All Other Reportable Safety & Security Data

Event Type	Major Events	Fatalities	Injuries
Collisions with Pedestrian(s)	0	0	0
Collisions with Vehicle(s)	1	0	0
Collisions with Other (e.g. animal, manhole, shopping cart, etc.)	0	0	0
Other Major Events	0	0	0
Total reportable injuries from non-major events			0

Public Transportation Agency Safety Plan



DOCUMENT NUMBER:	RELEASE/VERSION	RELEASE/VERSION DATE:
01-SMS-GSF-002	3.0	February 10, 2025

CONTENT OWNER:

Department of Safety

RATP Dev USA

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LIMITED SHARING

Approvals

RATP Dev USA Public Transportation Agency Safety Plan

February, 2025

01-SMS-GSF-002

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Matt Booterbaugh
Chief Executive Officer

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LIMITED SHARING

Safety Management Policy Letter

February 2025

Dear RATP Dev USA Teammates,

Our mission is to move the country through safe, equitable, reliable, and cost-effective public transportation. Safety is a core value and to accomplish our mission we are committed to implementing a world class, industry-leading Safety Management System (SMS) that is designed to proactively manage and reduce safety risks. Simply put, we take action before accidents or injuries (known as safety and security events) have the opportunity to occur.

To continue advancing safety throughout RATP Dev USA, we are publishing a new Safety Management Policy and Public Transportation Agency Safety Plan that clearly states what "being safe" really means to us. Being safe is an intentional and disciplined level of performance that we strive to achieve every day. The key principles are:

1) We **understand our safety and security risks**, what is being done about them, and how well our actions are working.
2) We take **proactive action** to reduce safety and security risks and **prevent** safety and security events from occurring.
3) We **apply lessons learned** from our performance and make **continuous** safety and security improvements.
4) We are **encouraged and empowered to voice safety and security concerns** across all levels of the company without fear of reprisal.

By living these principles, we keep passengers, pedestrians, third parties, each other, and our assets free from harm and deliver on our promise to provide the communities we serve with safe, equitable, reliable, and cost-effective public transportation. Take a moment to reflect and renew your commitment to living our values, starting with safety.

Jim Wojciechowski
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Jim Wojciechowski
Senior Vice President of Safety and Industrial Engineering

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Stacy Winsett
Chief People Officer

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Matt Booterbaugh
Chief Executive Officer

1.0 Transit Agency Information

The CEO is ultimately accountable for ensuring that SMS is implemented throughout RATP Dev USA in accordance with this Public Transportation Agency Safety Plan (ASP). Additionally, the CEO is accountable for ensuring action is taken to address substandard performance in RATP Dev USA's SMS when required. The Senior Vice President (SVP) of Safety and Industrial Engineering has been designated as the SMS Executive by and reports directly to the CEO. The SVP of Safety and Industrial Engineering is a safety professional that has been adequately trained, holding both the U.S. Department of Transportation (DOT) Transit Safety and Security Program (TSSP) and Public Transportation Safety Certification Training Program (PTSCTP) certificates (among other credentials). The SVP of Safety and Industrial Engineering has been empowered with the responsibility for day-to-day implementation and operation of RATP Dev USA's SMS.

<table>
<tr><td>Transit Agency Name</td><td colspan="5">RATP Dev USA</td></tr>
<tr><td>Transit Agency Address</td><td colspan="5">300 Throckmorton Street, Suite 670, Fort Worth, TX 76102</td></tr>
<tr><td>Name and Title of Accountable Executive</td><td colspan="5">Matt Booterbaugh, Chief Executive Officer at RATP Dev USA</td></tr>
<tr><td>Name and Title of Chief Safety Officer or SMS Executive</td><td colspan="5">Jim Wojciechowski, Senior Vice President of Safety and Industrial Engineering at RATP Dev USA</td></tr>
<tr><td>Mode(s) of Service Covered by This Plan</td><td colspan="2">Rail, Bus, and Paratransit</td><td>List All FTA Funding Types (e.g., 5307, 5337, 5339)</td><td colspan="2">N/A</td></tr>
<tr><td>Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)</td><td colspan="5">Directly operate and maintain bus, rail, and paratransit modes as a private contractor.</td></tr>
<tr><td>Does the agency provide transit services on behalf of another transit agency or entity?</td><td>Yes

X</td><td>No</td><td>Description of Arrangement(s)</td><td colspan="2">RATP Dev USA operates 35 contracts throughout North America to provide fixed-route, paratransit, and rail services for transit agencies; national parks, and other entities.</td></tr>
<tr><td>Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided</td><td colspan="5">The full listing of our clients can be found at https://www.ratpdevusa.com/references</td></tr>
</table>

2.0 Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Jim Wojciechowski, SVP of Safety and Industrial Engineering	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
	Refer to Approvals (page i)	TBD
Approval by the Board of Directors or an Equivalent Authority	**Name of Individual/Entity That Approved This Plan**	**Date of Approval**
	Refer to Approvals (page i)	TBD
	Relevant Documentation (Title and Location)	
	Refer to 01-SMS-SF-001 Safety Management Policy	
Certification of Compliance	**Name of Individual/Entity That Certified This Plan**	**Date of Certification**
	RATP Dev USA self-certifies at corporate level by approving this ASP annually	N/A
	Relevant Documentation (Title and Location)	
	N/A	

Version Number and Updates

The complete history of successive versions of this plan.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1.0	New document	First version of Public Transportation Agency Safety Plan under 49 CFR Part 673.	Feb 2021
2.0	2, 3, 4, 6, 7, 12, 13, 14, 20, 25,26,28, 29, 31	2023 update	Mar 2023
3.0	Entire document	2025 update, which is a complete refresh in alignment with leadership change at the CEO and Safety levels.	Feb 2025

Annual Review and Update of the Public Transportation Agency Safety Plan		
Timeline	**Activity or Milestone**	**Responsibility**
January 1 to December 31	ASP is made available year-round on RATP Dev USA's Safety Resource Hub for review and comment. Comments are also accepted directly through email and other means.	The VP of Safety and Security ensures the document is posted and ensures the opportunity to review and provide feedback is promoted. All comments (regardless of how they are received) will be captured and considered for incorporation as part of the annual revision cycle.
Dec 1-31	Conduct general review and draft ASP revision	The VP of Safety and Security will perform an inventory of inputs resulting from comments made, investigations, policy changes, safety action plans, and other sources. This review will include partnering with Human Resources and Operations to ensure interconnected policies, procedures, work instructions, job responsibilities (etc.) that may be affected are accounted for and addressed.
Jan 1-15	Finalize ASP draft	After the final performance data for the year has been processed, the VP of Safety and Security will finalize the ASP draft by updating the proposed safety performance targets.
Jan 15-31	Executive Council (EXCO) comment period	The proposed draft ASP revision is submitted to the EXCO for their review with feedback sent back to the VP of Safety and Security.
Feb 1-15	Finalize ASP Revision	The VP of Safety and Security ensures comments received on the proposed draft ASP revision are addressed.
Feb 16-29	EXCO review and approval period	A final review is conducted to ensure all required feedback has been addressed. The CEO and EXCO approve the ASP.
Mar 1	ASP Revision Published	The VP of Safety and Security partners with Business Development and Marketing to communicate, distribute, and promote the publishing of the latest ASP and to ensure safety training and New Employee Orientation are updated (along with other training courses, as applicable).

3.0 Safety Performance Targets

Safety performance targets are set in alignment with the FTA's guidance as specified in the National Transportation Safety Plan. RATP Dev USA's safety performance targets are established annually and strive to achieve year-over-year improvement. Continued implementation of the SMS strategy defined in this ASP reflects how RATP Dev USA intends to meet and exceed these safety performance targets.

3.1 Safety Performance Target: Fatalities

In accordance with the FTA NTD Policy Manual, RATP Dev USA tracks the total number of overall fatalities and transit worker fatalities resulting from safety or security events, excluding those that occur because of illnesses, drug overdoses, or other natural causes (including individuals who are found deceased). RATP Dev USA's commitment is that no customer, employee, pedestrian, or any other human should ever experience a fatality because of the company's performance. Fatalities are tracked as a hard count with performance tracked monthly and cumulatively.

Metric	2024 Result	2025 Bus/PT Target	2025 Rail Target
Fatality Count	1	0	0
Fatality Rate	0.001	0.00	0.00
Formula: (Number of all fatalities x 100,000) / Monthly Total Service Mileage			
Transit Worker Fatality Count	0	0	0
Transit Worker Fatality Rate	0.00	0.00	0.00
Formula: (Number of transit worker fatalities x 100,000) / Monthly Total Service Mileage			

3.2 Safety Performance Target: Major Event Rate

The FTA NTD Policy Manual specifies reporting thresholds for minor and major safety events. Additionally, major events are considered any safety or security event that meet the threshold for Level 2 or above in RATP Dev USA's reporting matrix, which is available on the Safety Resource Hub (company's intranet). RATP Dev USA intends to reduce its major event rate by a minimum of 10% year over year with performance tracked monthly and cumulatively.

Metric	2024 Result Count	2024 Result Rate	2025 Target Count	2025 Target Rate
Major Safety or Security Events	193	0.25	174	0.22
Formula: (Number of Major Events x 100,000) / Monthly Total Service Mileage = Major Event Rate				

3.3 Safety Performance Target: Accident Frequency Rates

The accident frequency rate (AFR) and preventable accident frequency rate (P-AFR) track the number of both major and non-major collisions experienced. A collision includes hitting fixed objects, vehicles, and any other contact that results in fatality, injury, or property damage as specified by the NTD Policy Manual. RATP Dev USA intends to reduce its AFR by a minimum of 15% and P-AFR by a minimum of 10% year over year with performance tracked monthly and cumulatively.

Metric	2024 Bus/PT Result	2025 Bus/PT Target	2024 Rail Result	2025 Rail Target
Accident Count	1870	1589	35	29
AFR	2.42	2.06	11.53	9.8
Formula: (Number of Collisions x 100,000) / Monthly Total Service Mileage = AFR				
Preventable Accident Count	773	696	11	10
P-AFR	1.00	0.90	3.63	3.29
Formula: (Number of Preventable Collisions x 100,000) / Monthly Total Service Mileage = P-AFR				

3.4 Safety Performance Target: Pedestrian Collision Rate

Pedestrian strikes are a top risk for RATP Dev USA and the transportation industry. RATP Dev USA intends to reduce its pedestrian collision rate by a minimum of 20% year over year with performance tracked monthly and cumulatively.

Metric	2024 Result Count	2025 Target Count	2024 Result Rate	2025 Target Rate
Pedestrian Collisions	14	11	0.02	0.014
Formula: (Number of Pedestrian Strikes x 100,000) / Monthly Total Service Mileage				

3.5 Safety Performance Target: Vehicular Collision Rate

The vehicular collision rate will include collisions with all forms of motorized vehicles (cars, buses, motorcycles, etc.). The KPI was introduced by the FTA in 2024. This new metric will be measured throughout the course of 2024 with trends measured month-over-month. Specific targets for year-over-year improvements will be established starting in 2025.

3.6 Safety Performance Target: Injury Frequency Rates

In accordance with the NTD Policy Manual, an injury is defined as an employee, passenger, or third-party experiencing harm that required immediate medical attention away from the scene because of safety event. RATP tracks injury frequency rates (IFR) using both the labor hours-based Occupational Safety

and Health Administration (OSHA) methodology as well as the FTA's mileage-based methodology. RATP Dev USA intends to reduce the Occupational Safety and Health (OSH) IFR and IFR-LTI (lost time injuries) by 10%. The FTA IFR rate includes employees, passenger, pedestrian, and third-party injuries and the FTA's transit worker injury rate is specific to all transit employees. RATP Dev USA intends to reduce the FTA IFR and Transit Worker IFR by 10%.

Metric	2024 Result Count	2025 Target Count	2024 Result Rate	2025 Target Rate
OSH IFR	353	318	3.77	3.40
Formula: (Number of Employee Injuries / Total Hours Worked) x 200,000 hours				
OSH IFR-LTI	159	143	1.73	1.56
Formula: (Number of Employee Lost Time Injuries / Total Hours Worked) x 200,000 hours				
FTA IFR	666	599	0.86	0.77
Formula: (Number of all injuries x 100,000) / Monthly Total Service Mileage				
FTA Transit Worker IFR	353	318	0.46	0.41
Formula: (Number of employee injuries x 100,000) / Monthly Total Service Mileage				

3.7 Safety Performance Target: Transit Worker Assaults

The overall transportation industry is experiencing a growing trend in assaults on transit workers, especially operators. The NTD Policy Manual defines a transit worker assault as a circumstance in which an individual knowingly interferes with, disables, or incapacitates a transit worker while the transit worker is performing their duties. The KPI was introduced by the FTA in 2024. This new metric will be measured throughout the course of 2024 with trends measured month-over-month. Specific targets for year-over-year improvements will be established starting in 2025.

3.8 Safety Performance Target: System Reliability Rate

RATP Dev USA is committed to maintaining our clients' assets in a state-of-good-repair, which is foundational producing consistent, repeatable outcomes that create an environment conducive to a safe experience. In accordance with NTD Policy Manual, system reliability is measured based on the number of major mechanical failures experienced, which is defined as failure of some mechanical element of the revenue vehicle not caused by a collision, natural disaster, or vandalism, which prevent a vehicle from completing or starting a scheduled revenue trip because actual movement is limited or because of safety concerns. The system reliability rate is a new metric that will be measured throughout the course of 2024 with specific targets set for year-over-year improvements starting in 2025.

3.9 Safety Performance Target: Worker's Compensation Claims Rate

The Worker's Compensation (WC) claims rate is regarded as a safety performance KPI because when safety events occur, employees are injured and claims are filed. Therefore, a progressive reduction in claims is considered an outcome of an effective SMS. The rate is measured based on the number of

claims per 1,000 employees. The 2024 rate of 5.7 was worse year-over-year compared to 2023 but historically low compared to performance data going back to 2020. The company will seek to achieve a new historic low in 2025 by achieving a rate of 4.9 or lower, equating to a 15% improvement.

Metric	2023 Result	2024 Result	2025 Target
WC Claims Rate	5.0	5.7	4.9

3.10 Safety Performance Target: Auto Liability Claims Rate

The Auto Liability (AL) claims rate is regarded as a safety performance KPI because when safety events occur people are injured, and property is damaged resulting in claims filed. Therefore, a progressive reduction in claims is considered an outcome of an effective SMS. The rate is measured based on the number of claims per 10,000 service miles. The 2024 rate of .14 was a significant improvement compared to 2023 (.18) but approximately flat compared to historical performance data going back to 2020. The company will seek to achieve a new historic low in 2025 by achieving a rate of .12 or lower, equating to a 15% improvement.

Metric	2023 Result	2024 Result	2025 Target
AL Claims Rate	.18	.14	.12

4.0 Safety Management Policy

The safety management policy component of RATP Dev USA's SMS has been designed to meet the requirements established by the FTA and RATP Dev. In accordance with 49 CFR Part 673.23 *Safety Management Policy* this section of the ASP address the requirements for a safety management policy and safety management policy statement; outlines the plan for communicating the safety management policy; defines necessary organizational authorities, accountabilities, and responsibilities; describes RATP Dev USA's Employee Voluntary Safety Reporting Program; and specifies the plan forward for refreshing existing and establishing new safety related policies.

4.1 Safety Management Policy Statement

RATP Dev USA's Safety Management Policy and Safety Management Policy Statement have been included in this ASP as Appendix A and Appendix B.

4.2 Safety Management Policy Communication

RATP Dev USA's Safety Management Policy and Safety Policy Statement will be actively communicated throughout the company. A variety of communications techniques will be used to achieve this communication with the intent of reaching every employee. Upon receiving approval of by the CEO, the VP of Safety and Security will partner with Senior Director of Marketing and Communications to announce the updated policy and provide the documents to the general managers (GMs) of every location through email. The GMs will be required to print the Safety Management Policy and Safety Management Policy Statement and place them on bulletin boards, making the documents physically accessible to employees. GMs and Safety Managers (SMs) will be directed to announce the policies availability and provide an overview of the policy during their monthly safety meetings with represented employees. The VP of Safety and Security will provide a PowerPoint presentation to assist GMs and SMs with their communication and engagement. All employees will be invited to review the policy and either provide feedback directly to their management or directly to the corporate safety department through the employee voluntary safety reporting program. The Safety Management Policy will also be posted on the Safety Resource Hub, a web-based SharePoint site available through the company's intranet that serves as the centralized locations for all safety information.

4.3 Necessary Authorities, Accountabilities, and Responsibilities

The success of SMS depends on support from across the company. At a minimum, every employee at RATP Dev USA has the responsibility to report safety concerns when they are identified. This responsibility includes actively engaging in the process described in section 4.4 *Employee Voluntary Safety Reporting*. This section expands on the necessary authorities, accountabilities, and responsibilities identified in P/I 10.8 *Safety Management Policy*. The following Responsible (R), Accountable (A), Contributor (C), and Informed (I) matrix summarizes the support required from RATP Dev leadership and key staff to ensure the successful development and implementation of SMS. The ensuing sub-sections expand on the matrix to outline the specific needs identified for each position.

Role and Title		Safety Management Policy	Safety Risk Management	Safety Assurance	Safety Promotion
Accountable Executive	Chief Executive Officer	R	R	R	R
SMS Executive	Senior Vice President of Safety and Industrial Engineering	A	A	A	A
Agency Leadership and Executive Management	Senior Vice President of Operations	A	A	A	A
	Senior Vice President of Risk	C	C	C	C
	Chief People Officer	C	C	C	C
	Chief Financial Officer	C	C	C	C
	Chief Development Officer	C	C	C	C
Key Staff	VP of Safety and Security	A	A	A	A
	Regional Safety Directors	A	A	A	A
	Regional Operations Directors	A	A	A	A
	General Managers	A	A	A	A
	Operations Managers	A	A	A	A
	Safety Managers	A	A	A	A

4.3.1 Accountable Executive

The CEO is RATP Dev USA's Accountable Executive. The CEO is ultimately responsible for RATP Dev USA's safety performance. The CEO makes policy and resource decisions, supports the implementation of safety action plans, approves safety strategic initiatives, and oversees daily operations of the company. The CEO champions safety at the company to ensure that all employees understand that safety comes first. The CEO has designated the SVP of Safety and Industrial Engineering as the SMS executive, a position that reports directly to him.

4.3.2 SMS Executive

RATP Dev USA's SVP of Safety and Industrial Engineering has been designated as the company's SMS Executive and reports directly to the CEO. The SVP of Safety and Industrial Engineering is a safety professional that has been adequately trained, holding both the DOT TSSP and PTSCTP certificates (among other credentials). The SVP of Safety and Industrial Engineering has been empowered with the responsibility for day-to-day development and implementation of RATP Dev USA's SMS.

4.3.3 Agency Leadership and Executive Management

RATP Dev USA's Executive Council (EXCO) are the company's agency leadership and executive management. The EXCO is composed of the CEO's direct reports: SVP of Operations, SVP of Risk, SVP of Safety and Industrial Engineering, Chief People Officer, Chief Financial Officer, and Chief Development Officer. The SVP of Operations is accountable for the SMS along with the SVP of Safety and Industrial Engineering. The Operations Department is ultimately responsible for working together with the Safety Department to ensure the SMS is implemented, effective, and continuously improving. The SVP of Risk contributes to the safety strategy, provides input based on claims data, and helps set safety performance targets. The Chief People Officer contributes to the safety strategy and incorporates safety principles into the human resources program to include the employee handbook, hiring selection and onboarding processes, policy development, and employee engagement campaigns. The Chief Financial Officer contributes by collaborating with the safety department to determine their annual budget, support funding for key safety initiatives, track the safety program's financial performance in terms of negotiated insurance premiums and worker's compensation and auto liability claims cost reductions. The Chief Development Officer contributes by utilizing the communications and marketing team to help communicate safety information across the company, assists with implementing key safety strategic initiatives to include providing products and branding, and assists the safety department with logos, graphics, designs, and messaging.

4.3.4 Key Staff

The safety department includes a VP of Safety and Security and three regional safety directors. The operations department includes five operations directors. These safety and operational leaders are accountable for working together to develop and implement the company's SMS. The alignment of operations and safety on the strategy to develop and implement the SMS is foundational to the strategy's success. Collectively, safety and operations engage the field, which is compost of 35 locations that each have General Managers (GMs), Operations Managers (OMs) and Safety Managers (SMs). At the local level, the GM functions as an Accountable Executive and the SM functions as the SMS Executive. The GM manages their budget, controls human and capital resources, and they are held accountable for providing safe, quality operations for clients and the communities served. By implementing the SMS, SMs work with GMs and OMs to ensure the locations safety risks are understood, prioritized, and identifies the mitigations required to continuously improve safety performance. The GMs assign funding and resources against safety risks and OMs are responsible for working closely with SMs to apply those resources to drive safety risk mitigations, which translates into the systematic reduction in the quantity and severity of safety events and claims costs.

4.4 Employee Voluntary Safety Reporting Program



RATP Dev USA requires all employees to identify hazards, mitigate them immediately if possible, and to report them. This includes reporting a close call when involved directly or witnessing a near-miss incident, or if a reported safety concern persists. RATP Dev USA strives for a culture where employees feel comfortable verbally reporting their safety concerns to their direct supervisor, safety management, or senior management as soon as they are discovered. However, there may be circumstances where employees prefer reporting outside their chain of command to maintain confidentiality and to avoid the potential for retaliation. RATP Dev USA's Safety Management Policy specifically prohibits retaliation, but the concern may still exist. Consequently, the company has implemented and Employee Voluntary Safety Reporting Program. Every location's SM is responsible for ensuring the Employee Voluntary Safety Reporting Program flyer is posted. Employees can simply scan a QR code or they can email safetyreport@ratpdev.com. Employees can choose to remain confidential with identifying themselves and providing contact information optional although providing this information is encouraged. Upon receiving an employee voluntary safety report, the VP of Safety and Security reviews every report with their applicable regional safety directors. The safety directors work with their operational counterparts, GMs, and SMs to investigate the report, assess the risk, and determine the appropriate mitigation plan forward. All risk mitigations will be incorporated into each location's safety action plan. The regional safety director will coordinate to ensure the reporter receives regular updates through the review, investigation, assessment, and mitigation process. A critical component of the Employee Voluntary Safety Reporting Program is assuring the reporter their voice was heard, their reports is being actively addressed, and ultimately, what actions are being taken in response. There are conditions when a reporting employee could be subject to discipline, specifically:

- The employee's action or lack of action was intended to damage RATP Dev USA's equipment
- The employee's action or lack of action purposely places others in danger
- The employee's action or lack of action involved a criminal offense
- The employee's action or lack of action violated a traffic safety law leading to a citation
- The employee's behavior involved substance abuse
- The report contains falsified information

5.0 Safety Risk Management

The Safety Risk Management component of RATP Dev USA's SMS has been designed to meet the requirements established by the FTA and RATP Dev. In accordance with 49 CFR Part 673.25 *Safety Risk Management*, this section of the ASP includes: safety risk identification, safety risk assessment, and safety risk mitigation (corrective and preventive actions). The safety risk management process is the engine of RATP Dev USA's SMS, which is designed to enable proactive detection of safety risk and drive actions before a safety event has the opportunity occur. Through systematic implementation across the company, the quantity and severity of RATP Dev USA's accidents, injuries, property damage, and association claims will continue to progressively trend down even while the company continues on a consistent growth trajectory year-over-year.

5.1 Safety Risk Identification

The first step in the Safety Risk Management process is to identify safety risks (any real or potential condition that can cause injury, illness, or death; damage to or loss of facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment). The safety risk identification approach is data-driven and therefore, RATP Dev USA collects safety data from a variety of sources that are reviewed and analyzed to identify safety risks. Safety data is categorized as either lagging indicators and leading indicators. Lagging indicator data reflects the near-misses and safety events that have occurred also known as realized risks. Leading indicator data reflects behaviors and reports that are regarded as precursors to experiencing a safety event. The following data sources have been made available to all GMs and SMs:

- Lagging indicator data sources
    - SafeTracker software captures all near-miss and safety event reports and investigations
    - Fleet Response software captures all auto liability claims data
    - Helmsman software captures all worker's compensation claims data
    - Qlik Sense Business Intelligence tool tracks trends against safety performance targets

- Leading indicator data sources
    - Telematics software captures and trends operator risky behaviors
    - Internal and external audit findings
    - Employee voluntary safety reports
    - Reports from the FTA, clients, industry, or other external entities

GMs, SM, and OMs are expected to work together to use all these data sources to detect patterns and trends that indicate systemic risks exist on an ongoing basis. The local teams have the ability to engage with their operations and safety directors on assistance in reviewing the data. The risks identified are then captured in the risk register and action planning tool, Monday.com.

5.2 Safety Risk Assessment

The identified risks are subjected to an assessment based on the likelihood and severity formula benchmarked from MIL-STD-882E *System Safety Standard Practice*. Likelihood is measured based on the frequency (or how often risk is expected to occur). A combination of quantitative and qualitative data is used to assess likelihood. The leading and lagging indicators are considered along with existing mitigations in place, employee reporting, feedback from safety and operations management, results from safety assurance oversight, and findings from internal audits, the FTA, RATP Dev (Paris), or other entities. Determining likelihood is ultimately and exercise in interpreting data. The qualitative guideline specified in the table below is from the MIL-STD-882E criteria. The quantitative guideline is intended to help inform users interpretation based on exposure population. For example, if a particular intersection is prone to safety events, the exposure population would assess the ratio of how often a buses pass through that intersection compared to how often near-misses, safety events, or risky behaviors are detected to help determine the frequency rating.

Probability	Value	Qualitative Guideline	Quantitative Guideline
Frequent	A	Opportunity for risk to be realized expected to occur often	Probability of occurrence greater than or equal to 10^{-1} (10%) of exposure population
Probable	B	Opportunity for risk to be realized expected on a recurring basis	Probability of occurrence less than 10^{-1} (10%) but greater than or equal to 10^{-2} (1%) of exposure population
Occasional	C	Opportunity for risk to be realized expected to occur	Probability of occurrence less than 10^{-2} (1%) but greater than or equal to 10^{-3} (0.1%) of exposure population
Remote	D	Opportunity for risk to be realized not expected to occur but possible	Probability of occurrence less than 10^{-3} (0.1%) but greater than or equal to 10^{-6} (0.0001%) of exposure population
Improbable	E	Opportunity for risk to be realized not expected to occur and almost inconceivable	Probability of occurrence less than 10^{-6} (0.0001%) of exposure population

Severity is measured based on the consequences expected from the risk occurring. A combination of quantitative and qualitative inputs is also used to assess severity. Historical safety performance indicators such as the nature of the injury experienced, extent of property damage, and length of service disruption are reviewed along with existing mitigations, employee reporting, feedback from safety and operations management, results from safety assurance oversight, and findings from internal audits, the FTA, RATP Dev (Paris), or other entities. After likelihood is assessed, the GMs and SMs assess the severity of each risk based on a discussion and interpretation of this data. The MIL-STD-882E severity scale has a number-based value range from 1 to 4. The lower the number value assigned, the more severe the consequence is expected to be as reflected in the following table.

Severity	Value	Meaning
Catastrophic	1	Risk realization expected to result in one or more of the following: death, permanent total disability, loss of passenger/crew occupied volume with equipment damage causing separations in structure, infrastructure damage that suspends service through the affected area for greater than 24 hours.
Critical	2	Risk realization expected to result in one or more of the following: permanent partial disability, injuries/illness that results in hospitalization, loss of passenger/crew occupied volume with equipment damage that causes openings but no separations in structure, infrastructure damage that suspends service through the affected area for greater than 2 and up to 24 hours.
Marginal	3	Risk realization expected to result in one or more of the following: injury or illness resulting in one or more lost work day(s), loss of passenger/crew occupied volume with equipment damage that causes no openings in structure, infrastructure damage that suspends service through the affected area for more than 30 minutes and up to 2 hours.
Negligible	4	Risk realization expected to result in one or more of the following: injury or occupational illness that does not result in a lost work day, no loss of passenger/crew occupied volume, equipment or infrastructure damage that does not suspend service nor cause a delay through the affected area for more than a maximum of 30 minutes.

The assessment of likelihood and severity of a given safety risk is based on the totality of the circumstances associated with each. Upon completing the risk assessment for each risk, the GM or SM enters the results Monday.com. The following MIL-STD-88SE risk matrix is used with grading criteria resulting in the assessment for each risk depicted as either high (red), serious (orange), medium (yellow) or low (green), determining how the safety risks will be prioritized.

Risk Probability	Risk Severity			
	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
Frequent – A	**1A**	**2A**	**3A**	**4A**
Probable – B	**1B**	**2B**	**3B**	**4B**
Occasional – C	**1C**	**2C**	**3C**	**4C**
Remote – D	**1D**	**2D**	**3D**	**4D**
Improbable – E	**1E**	**2E**	**3E**	**4E**

Risk Index		
Red	1A, 2A, 1B, 2B, 1C	Risk mitigating safety action plan required and reviewed at monthly safety meeting with SVP of Operations and SVP of Safety and Industrial Engineering
Orange	3A, 3B, 2C, 1D	Risk mitigating safety action plan required and reviewed at monthly safety meeting with SVP of Operations and SVP of Safety and Industrial Engineering
Yellow	4A, 4B, 3C, 2D, 3D, 1E, 2E, 3E	Risk mitigation safety action plan required and reviewed with regional Operation and Safety Directors.
Green	4C, 4D, 4E	Risk effectively mitigated with completed actions in place. The risk is under local GM and SM monitoring.

5.3 Safety Risk Mitigation

After the risk assessment is complete, the risk mitigation step involves determining what actions need to be taken to reduce them as low as reasonably practicable. The risks assessed as high are prioritized accordingly, followed by serious risks, then medium risks, and low risks (as required). The SMs perform research to determine whether there are risk mitigations already in place as well as any other mitigations that are already in work (e.g., as part of the safety action plan). The following criteria (based on the *Hierarchy of Controls*) is applied when developing risk mitigations:

- Elimination: Mitigations designed into the operation that eliminate the potential for exposure to risk (e.g., *the station is shut down when an escalator malfunctions, eliminating the possibility of customers getting hurt while using them as stairs*)
- Substitution: Mitigations designed into the operation that result in avoiding the potential for risk exposure (e.g., *the station remains open when an escalator malfunctions, but customers are re-directed to actual stairs or elevators to avoid use of the malfunctioning escalator*)
- Engineering Controls: Mitigations designed into the operation that trigger controls when the potential for risk exposure increases (e.g., *an automatic gate is activated when an escalator shuts down, creating a barrier that deters customers from using them as stairs*)
- Administrative Controls: Mitigations designed to change human performance or behaviors in response to the risk (e.g., *every three minutes, the station will announce the escalator is out of service and advise customers to use the actual stairs or elevators*)
- Personal Protective Equipment (PPE): Mitigations designed to protect from exposure to the risk while an activity is performed (e.g., *an attendant will hand out helmets to customers so in case they fall while climbing a shutdown escalator, their head is protected*).

The mitigation criteria are applied with the most feasible and effective mitigations prioritized accordingly. Any risk mitigations that require additional resources (personnel, funding, etc.) are escalated to regional Safety and Operations Directors and ultimately, the SVP of Operations and SVP of Safety and Industrial Engineering as needed. After the risk mitigation actions are determined, they are incorporated into Monday.com as safety action plans. GMs and SMs are responsible for ensuring every risk mitigation is specific, measurable, achievable, relevant, and time-sensitive with clear owners assigned. GMs are responsible for ensuring that safety action plans are implemented and maintained to stay current. GMs and SMs regularly review their safety performance to determine if their safety action plan is effectively mitigating their safety risks as intended and adjust as needs dictate. An effective safety action plan results in progressively a downward trend in safety events, property damage, injuries and ultimately, translates to progressively lower worker's compensation and auto liability claims rate as well as lower expense when claims do occur. GMs are required to participate in monthly safety meetings where they report on their top safety risks, actions being taken to mitigate them, and KPIs used to measure effectiveness. These meetings provide EXCO leadership with the opportunity to review each location's implementation of the safety risk management process and provide direction.

6.0 Safety Assurance

The Safety Assurance component of RATP Dev USA's SMS has been designed to meet the requirements established by the FTA and RATP Dev. In accordance with 49 CFR Part 673.27 *Safety Assurance*, this section of the ASP includes safety performance monitoring and measurement; safety event reporting and investigation; management of change; and continuous improvement. Additionally, the safety assurance component includes a focus on integrated claims management. If safety risk management is the engine of the SMS, safety assurance provides the fuel. The results of safety assurance are fed back into the safety risk management process, creating a systematic approach that drives continuous improvement by progressively strengthening safety actions plans.

6.1 Safety Performance Monitoring and Measurement

There are two fundamental objectives of safety performance monitoring and measurement. The first objective is to ensure that safety risk mitigations are being complied with or implemented as intended. The second objective is to measure the effectiveness of the risk mitigations to reduce the risk of having a safety event or injury as intended. To monitor compliance, each location is required to implement a variety of techniques.

6.1.1 Annual Self Assessments and Monthly Internal Controls

Each location is required to complete a self-assessment on an annual basis. The self-assessment requires each location to assess their compliance in the following control areas:

1) Commercial Driver License (CDL)
2) DOT Medical
3) Training
4) Drug and Alcohol Testing
5) Telematics (DriveCam)
6) Working Hours as defined in CBAs
7) Preventative Maintenance Inspections
8) Corrective Maintenance

In each of these areas, locations are required to rate their compliance using the following criteria:

- Rating 1 – No SOP has been established for the control area
- Rating 2 – SOP in place but internal controls (oversight) has been applied
- Rating 3 – SOP in place and internal control in place but has experienced a significant failure
- Rating 4 – SOP in place and internal control in place and working as intended

In any area where the location is reporting their maturity to be at a rating of 2 or less, they are required to work with the corporate safety department to incorporate actions into their safety action plans that will result in achieving a level 4 rating. By the 15th of every month, the managers of safety sensitive functions of each location (Operations, Dispatch, and Maintenance) are required to complete an audit internal control checklist designed to ensure that RATP dev USA is maintaining compliance in each of the control areas and proactively detecting and correcting non-compliances before they have an increase safety risk. The internal control checklists are web-based and available the following links:

- Dispatch/Traffic Internal Control Monthly Self-Assessment

- Maintenance Internal Control Monthly Self-Assessment
- Operations Internal Control Monthly Self-Assessment

Additionally, on a quarterly basis, the location's safety managers are required to complete an internal control assessment. This safety-level internal control randomly observes and samples the operation from an objective, independent perspective that encompasses all aspects of the local organization. The internal control is due for completion by the end of each quarter on a calendar year basis with the results reported to the applicable regional safety director for review and coordination with operations regional leadership and general management. The results of all internal control activity inform the continuous improvement of safety action plans.

- Safety Internal Control Monthly Self-Assessment

6.1.2 RATP Dev Corporate Audits

Parent company RATP Dev's Technical Department comes to the United States from Paris to audit four locations annually. The scope of these audits includes operations, maintenance, safety, and support functions. The audits report on good practices taking place within the location, findings or items requiring an improvement action to ensure a risk is adequately controlled, and major findings or items requiring an immediate improvement action to ensure a significant risk is adequately controlled. The risk may be safety related or may have a significant impact on operational or financial performance. All findings are captured in RATP Dev's SmartSheet software. Each location's safety manager is required to incorporate all safety-related findings and major findings into their safety action plans in Monday.com to ensure they actions taken are tracked and managed to completion.

6.1.3 RATP Dev USA Corporate Audits and Health Check Reviews

The safety department conducts audits that include every operating contract on a triennial basis. The audits focus on training compliance, records management, and risk mitigation. The safety manager of each location is required to incorporate the findings from RATP Dev USA corporate audits into their safety action plans in Monday.com to ensure the actions taken in response are managed to completion. Additionally, the Director of Quality and Standards reports directly to the SVP of Safety and Industrial Engineering. The Director of Quality conducts 3-4 health check reviews a year as directed by the CEO. The health check reviews encompass operations, maintenance, and safety and are designed to provide recommendations to locations on how they can continuously improve their performance. However, any safety risks discovered during the health check review without mitigations in place are required to be incorporated into the location's safety action plan.

6.1.4 Telematics Oversight

All RATP Dev USA operating contracts and the majority of management contracts have a DriveCam telematics system in place. This technology tracks over 70 risky behaviors such as speeding, hard braking, following distance, incomplete stops, mobility device usage, seat belt compliance, etc. The telematics systems are installed on both revenue and non-revenue vehicles. GMs and SMs are required to use this technology to track the performance of their operators. Telematics data provides a key source of leading indicators or precursor behaviors that can be addressed before a safety event or injury occurs. Therefore, GMs and SMs are expected to coach operators on risk behaviors in a timely manner with a target of having the coaching sessions within three days of the event. GMs are expected to

negotiate progressive discipline policies in their CBAs so that operators that are not responding to the coaching are held accountable progressively to include termination if required. Refer to the RATP Dev USA Telematics Policy for more information.

6.1.5 Qlik Sense for Performance Monitoring

RATP Dev USA's KPIs for Safety, People, Operations, and Finance are visualized using the business intelligence tool, Qlik Sense. Qlik Sense enables the GMs and their staff to monitor their progress against the established safety performance targets (refer to section 3.0 for RATP Dev USA's safety performance targets). The effectiveness of their safety action plans is assessed based on KPI performance. If the safety action plans are working as intended, then safety performance should be trending favorably month-over-month. Conversely, if safety performance is flat or trending unfavorably month-over-month, then safety action plans should be re-evaluated with new actions or refreshed priorities to ensure they are current and aligned with the evolving nature of dynamic transit operations. Ultimately, safety action plans are not considered effective until they are effective mitigating risk, which translate to downward trends in safety KPIs. These trends are tracked at the location, regional, and company level. The safety regional directors also monitor these trends, assess the quality of safety action plans, conduct site visits, and provide subject matter expertise to assist locations in continuously improving their safety actions plans.

6.1.6 Additional Performance Monitoring Best Practices

Each location is also expected to implement a variety of best practices to monitor performance and verify compliance. These best practices include road checks performed by operations supervisors. These checks involve supervisors riding the bus and observing operators comply with traffic laws, training requirements, and customer service. Another best practice includes trail checks, where supervisors in non-revenue vehicles follow revenue vehicles and monitor their performance for speed, braking, traffic law compliance, etc. Locations are encouraged to adopt a mystery rider program where anonymous riders complete a checklist or questionnaire evaluating their experience with the service. Each location implements a system of tracking findings and actions taken to address them. Systemic or recurring findings are required to be incorporated into each location's safety action plan for additional tracking, oversight, and support from the corporate safety department.

6.2 Safety and Security Event Reporting and Investigation

A safety or security event is defined as an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. RATP Dev USA has established a reporting matrix that specifies the criteria for five reporting levels (0-4) based on the severity of the safety or security event experienced. All safety and security events (regardless of level) are required to be reported in RATP Dev USA's safety software SafeTracker. GMs are required to ensure all safety and security events are reported promptly. Level 0s and 1s are required to be reported with 24 hours of occurring. Level 2s are required to be reported within six hours of occurring. Level 3s are required to be reported within four hours of occurring. Level 4s are required to be reported immediately or within one hour of occurring. All Level 1-4 safety and security events are required to be investigated. After completing the initial report. The investigation is required to collect information that is used to determine causal factors, corrective and preventive actions, and enable claims management:

- Pictures from the event scene
- Video from telematics system
- Operator statement / Witness statements (if applicable)
- Operator drug and alcohol testing results
- Supervisor report
- Police report
- Maintenance Work Orders and Purchase Orders

All the information collected as part of conducting the investigation is required to be uploaded into SafeTracker and also Fleet Response for auto liability claims. The data is essential for enable litigation defense when required and subrogating against another driver when they are at-fault. After the investigation is completed, the report should move from draft status in SafeTracker to complete. The lessons learned from all safety and security event investigations are captured in the locations safety action plan to drive continuous improvement. The GM is required to attend the company's Executive Accident Review Board (EARB) for all Level 2-4 Safety and Security Events. The EARB is a weekly meeting chaired by the CEO and includes safety and operations leadership as well as the applicable GMs and their support staff based on the events that have occurred. At the EARB, GMs are required to present on the event that occurred, the results of the investigation, and the actions being taken to effectively mitigate the risk of the same or similar event from re-occurring. All actions reported at the EARB are required to be incorporated into the location's safety action plan and managed as part of their overall effort to systematically reduce safety risks.

6.3 Management of Change

Any change to an existing transit operation has the potential to introduce safety risks. Change comes in a variety of forms to include new employees, equipment, routes, service levels, etc. RATP Dev USA will apply the safety risk management process described in section 5.0 to proactively identify, assess, and mitigate the risks introduced by change. GMs are required to work with their clients to understand the changes planned in the future. This includes service level changes to be introduced as part of the run cut process that takes place three to four times annually (depending on location) or future equipment changes as part of long-term fleet planning, or introduction of new modes such as micro-transit or on-demand services. By anticipating change, GMs and SMs have the ability to apply the safety risk management process and incorporate mitigating actions into their safety action plans proactively before the changes are implemented and associated risk has the opportunity to cause harm. Additionally, all employees are responsible for reporting safety concerns or risks associated with change. The frontline transit workers are often directly experiencing change in terms of new buses, streetcars, or other equipment, new route adjustments or frequencies, and other forms of change. These changes have the potential to introduce safety risks and all employees have a responsibility to proactively report their safety risks or concerns associated with change in an effort to proactively mitigate them.

6.4 Continuous Improvement

The systematic approach to continuous improvement includes: (1) identification of deficiencies in the company's SMS; (2) identification of deficiencies in performance against safety targets; (3) complying with any requirements established by RATP Dev, State Safety Oversight Agencies, FTA, state DOTs, or other entities; (4) mitigating safety risks based on implementing the SMS safety risk management and

safety assurance processes. The safety assurance component of RATP Dev USA's SMS is designed specifically to achieve these objectives.

1) The company actively seeks to identify deficiencies in the company's SMS by making this ASP available to all employees for review and feedback on the Safety Resource Hub (RATP Dev USA intranet). Additionally, the company will take advantage of the FTA's offer to conduct courtesy reviews of ASPs through the Technical Assistance Center (TAC) and incorporate their feedback. The safety department leads monthly safety reviews that include every location to report on their progress on managing risks through the implementation of effective safety risk management and safety assurance processes. RATP Dev and RATP Dev USA also implement corporate level audits and health check reviews designed to proactively assess the company's SMS in action and use the results to correct any deficiencies identified.

2) The company tracks its safety performance targets using the business intelligence tool, Qlik Sense. The dashboard enables the identification of deficiencies by visualizing progress month over month for each safety performance target and specifies the direction on how performance its trending, which is highlighted in either green (downward), yellow (flat), or red (upward). GMs are required to report on their performance at monthly safety reviews and explain how the mitigations in their safety actions plans align to what the KPIs are signaling. The ultimate effectiveness of a safety action plan is determined by its impact the KPIs that measure RATP Dev USA's safety performance targets.

3) The company implements internal controls required by RATP Dev and receives corporate audits from the parent company annually. The FTA conducts triennial reviews and state DOTs conduct periodic audits as well. The company evaluates all of the findings received and assesses them using the safety risk management process described in section 5.0 and either develops a separate corrective action plan or incorporates actions into their overall safety action plan, depending on the scope and magnitude of the effort required to address the finding. All feedback from reviews and audits are considered opportunities to drive continuous improvement of the company's SMS.

4) Regardless of their safety performance, every location in RATP Dev USA is required to actively maintain and implement a safety action plan. The safety action plan is driven by the results of the safety risk management process (section 5.0), which is fueled by the results of safety assurance activities (section 6.0). The audits, reviews, KPIs, risky behaviors, lessons learned from other locations ensure that even top performing locations have a wealth of data used to inform their safety action plans and drive continuous improvement.

6.5 Integrated Claims Management

The risk and safety departments have collaborated to establish a robust tool using Monday.com to effectively manage WC claims (pictured below). The tool enables the corporate and local teams to have a clear and shared understanding of exactly how many open WC claims are open, the status of each open claim, and the next step required. The objective is to support injured employees while managing claims as efficiently as possible to closure. Additionally, the safety and risk departments are developing a tool customized to manage AL claims, which is scheduled for implementation across the company over the course of the second quarter (Q2) of 2025.

7.0 Safety Promotion

The Safety Promotion component of RATP Dev USA's SMS has been designed to meet the requirements established by the FTA and RATP Dev. In accordance with 49 CFR Part 673.29 *Safety Promotion*, this section of the ASP includes: safety competencies and training as well as safety communication. The ultimate purpose of safety promotion is to shape and reinforce the safety culture required to ensure the long-term, sustained effectiveness of SMS. At RATP Dev USA, safety is value and the vision to achieve a safety culture where every employee has a fundamental understanding of the company's safety program and feels comfortable voicing safety concerns and reporting risks without fear of retribution.

7.1 RATP Dev USA Values

RATP Dev USA's values are Safet, United, Caring, Effective, and Daring. Safety is the first company value because the company emphasizes that safety is critical and informs every action, decision, and effort. The company is committed to maintaining a secure and healthy environment for everyone at work whether that's in the office, in a maintenance shop, or on the road. The united is value is about sharing knowledge, experiences, and ideas with each other. Especially, with approximately 40 locations across the country, RATP Dev USA's fosters a united culture that learns from one another, sharing best practices and creating a culture conducive to continuous improvement. Caring is the value that reminds us to never forget who we are working for. RATP Dev USA provides and essential community service that is there when people need us the most. The effective value is about honoring the commitment to do what we say we are going to do. Safety is essential to delivering effective, quality service that is on time, every time. The daring value is about taking on new challenges and pursuing new opportunities. RATP Dev USA seeks to be a healthy, growing business that is diversified, which can only be accomplished by establishing new relationships and taking on new challenges.



7.2 Safety Competencies and Training

RATP Dev USA's safety training program is foundational to putting the company's values into action. The training program provides courses designed for management, supervisors and functions designated as sensitive by the U.S. DOT and RATP Dev (operators, dispatchers, and mechanics). As the safety program continuously improves, the safety training program also evolves to incorporate training on trending risk areas, best practices, lessons learned, and input from external sources such as RATP Dev's Technical Department and the FTA. The safety training and safety assurance functions complement each other to ensure the training administered is being applied and working as intended. The findings from safety assurance oversight are incorporated into the safety risk management process, resulting in a continuously improving safety action plan that systematically drives training program improvements.

7.2.1 Safety Management Training

All RATP Dev USA GMs and SMs receive instructor-led, classroom-based safety management training conducted by the safety and risk departments. The training covers the principles of RATP Dev USA's SMS (Safety Policy, Safety Risk Management, Safety Assurance, and Safety Promotion). The training course proceeds to train the GMs and SMs on how to use the tools provided to proactively manage their safety risks to continuously improve performance. Specifically, the safety management course covers:

- How to use SafeTracker, the company's software for safety and security event reporting, investigation, and data collection
- How to use Fleet Response, the company's software for managing AL claims.
- How to use TriageNow and Helsman, RATP Dev USA's tools for managing WC claims.
- How to use DriveCam telematics technology to detect and address risky behaviors.
- How to response to employee voluntary safety reports.
- How to use Qlik Sense, the company's business intelligence tool that is used for KPI tracking as well as data trending and analysis.
- How to use internal controls, audits, trail checks, mystery riders and other safety assurance oversight to proactive detect and systemically improve safety risk management
- How to use all the data from safety and security events, WC and AL claims, telematics, voluntary safety reports, and safety assurance oversight to create dynamic, data driven safety actions plans in Monday.com that reflect
    - The prioritized safety risks facing the operation
    - The actions being taken to mitigate them
    - The KPIs used to measure effectiveness

7.2.2 Operator Safety Training

RATP Dev USA safety training for new operators includes a minimum of 120 hours of training (15 days). The company combines the principles of SMS with curriculum incorporated from the Transit and Paratransit Company (TAPTCO), which is recognized as the industry standard for safety training in transit. RATP Dev classroom training includes the LLC methodology (Look Ahead, Look Around, Leave Room, Communicate), drug and alcohol training, defensive driving, customer service, sensitivity/empathy training, accident and emergency procedures, and mobility device loading and securement procedures. Training for new CDL operators includes the coursework outlined below, with a minimum of 40 additional hours of Behind-The-Wheel (BTW) training and a minimum of 40 additional hours of one-on-one training in revenue service.

7.2.2.1 Classroom Skills Training

RATP Dev USA's training for new operators involves a detailed examination of the rules, policies, and safety procedures. Initial operator training includes a minimum 40 hours of classroom instruction, with a strong emphasis on developing the necessary skills to operate the vehicles, assist customers, understand the routes, adhere to manifests, and drive defensively. The classroom training includes:

- Operator manual, employee rulebook and uniform requirements
- Courteous and professional customer relations
- Radio communication procedures and codes; Defensive driving; safety and accident prevention
- Sensitivity training with an emphasis on working with individuals with disabilities
- Revenue vehicle types technical and safety training

Additionally, RATP Dev USA's comprehensive operator training curriculum focuses on achieving excellence in customer service. Customer service modules are included in new hire and refresher training. Customer service training is delivered using different training techniques, such as classroom training, BTW training, role-playing exercises, and verbal de-escalation training. The company's scenario-based training sessions feature the following themes:

- Winning Attitude – Operator sets the tone for being courteous and patient
- Communication Skills – Body language, tone, eye contact
- Conflict Resolution – Knowing personal / common triggers.
- Customers with Disabilities – ADA Compliance, passenger rights, and sensitivity
- Resources – Available policy and performance expectations
- A Self-evaluation Module – Evaluates one's behavior
- Customer Loyalty – Customer assistance, positive experiences, and feedback

7.2.2.2 ADA Compliance and Mobility Device Securement Training

RATP Dev USA understands that we are providing an essential service to the communities we serve and this service includes supporting the most vulnerable among us. The company takes the preparation to serve people with disabilities seriously. Operators are trained to be sensitive and patient when interacting with customers. At least eight hours of operator classroom training is spent on sensitivity training with regards to serving older adults and people with disabilities. New operator training also includes an emphasis on proper wheelchair and scooter boarding, securement, and alighting. Additionally, the training ensures that operators understand all American with Disabilities Act (ADA) laws and passenger rights.

7.2.2.3 Behind-the-Wheel Training

RATP Dev USA's BTW training allows trainees to implement classroom lessons in a controlled operations environment, prior to in-revenue service training. Operators complete 40 hours of BTW service and must demonstrate mastery of BTW operations and procedures before they can begin the next stage of training. Examples of BTW coursework include:

- Pre-trip vehicle inspection and defect reporting
- Wheelchair and scooter lifts and accessibility devices
- Revenue vehicle type familiarization and maneuvers, including acceleration, deceleration, and turning
- Route and schedule or manifest adherence
- Application of defensive driving techniques
- Onboard equipment storage and usage

7.2.2.4 Cadet Training

Once operators have successfully completed a BTW assessment for non-revenue service training and passed a mastery test covering classroom training content, they will enter the cadet phase of training for a minimum of 40 hours. Cadet training includes the application of classroom procedures as well as BTW training. Certified senior operators who support operator training are qualified as instructors based on a safe driving record, a proven record of professional driving experience, and demonstrated ability to provide high-quality customer service.

7.2.2.5 Operator Refresher Training (Annual and Post Safety Event)

To ensure operators are prepared and continuously supported, RATP Dev creates retraining opportunities on an annual basis and as needs dictate based on performance. In mandatory annual refresher training, operators refresh their fundamental safety skills and get training on the latest advancements based on lessons learned and efforts to continuously improve. For example, refreshing training includes a review of selected customer service reports or safety and security events, which provide an opportunity to reflect and determine if the training provided was applied in each of the situations. Additionally, retaining classes will be provided for operators who have had one or more of the following occurrences in the previous 12 months:

- Preventable Accidents – Operators that had a preventable accident will receive defensive driving retraining and an onboard evaluation
- Non-Preventable Accidents – Operators that had two non-preventable accidents will receive defensive driving retraining and an onboard evaluation
- Customer Service – Operators who are charged with verified customer service complaints will receive customer service retraining
- ADA Violations – Operators who are found to violate ADA policies and procedures receive counseling, discipline, and a retraining of four hours.

7.2.3 Road Supervisor Training

Initial training for road supervisors is a minimum of 40 hours supplemented with on-the-job training and mentoring. Supervisors are educated on all the functions of service supervision, operator management, system software, and radio communications. Road supervisors are trained in customer relations skills and operating policies to handle customer service inquiries and concerns. Supervisors are given customer service training so they can respond appropriately to customers in various situations. This training includes strategies for de-escalating situations when responding to calls for assistance with passengers. At the end of their training, supervisors are proficient in the following areas:

- Daily documentation of service operations, discrepancies, and actions
- Coach/mentor operators and dispatch to enhance service delivery
- Manage communication and escalation of concerns, safety/security events, or medical emergencies
- Monitor schedule compliance and operator performance time
- Support management and maintenance to maintain a high level of performance
- Ensure daily paperwork is complete and accurate prior to the end of shift

7.2.4 Dispatch Training

RATP Dev USA hires experienced operators or supervisors to become dispatchers. Dispatchers are responsible for coordinating the safe movement of revenue vehicles and communicate directly with operators when required. Dispatchers receive on-the-job training to include how to use dispatching software, how to manage the operation's schedule efficiently, and how to follow special instructions to support operators during road calls, emergencies, safety or security event reporting, and how to address any other issues that surface outside of standard operations.

7.2.5 Maintenance Training

RATP Dev USA has a corporate maintenance director that works with maintenance management at each location to ensure mechanics are trained to meet the needs of each location's specific fleet. This on-the-job training includes servicing and repairing vehicles, maintenance software and technology, tools and equipment, service updates and technical bulletins, and complying with safety procedures to include use of personal protective equipment. Additionally, the corporate safety department recommends that all mechanics complete OSHA 30-Hour Training (for general industry). The content of OSHA safety training includes:

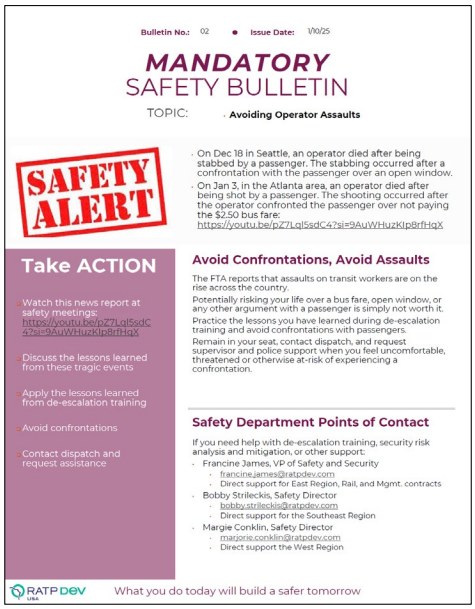
- Hazard Communication (HAZCOM)
- Hazardous Materials (HAZMAT)
- Fall Protection
- Ergonomics
- Bloodborne Pathogens
- Lockout / Tagout (Electrical Safety)
- Personal Protective Equipment
- Fire Prevention and Protection
- Welding and cutting
- Machine Guarding

7.3 Safety Communication

RATP Dev USA implements a variety of safety communication techniques to engage the workforce and shape the company's culture. The safety department issues a series of different types of safety bulletins to enhance safety knowledge, share best practices, and mandate compliance with emerging requirements when needed. The company's monthly newsletter and Blink app regularly features safety messaging, celebrates safety accomplishments, and recognizes employees for safe performance. A dedicated meeting cadence includes monthly safety meetings, monthly all-hands safety manager meetings, monthly safety meetings held locally with frontline employees, and the weekly Executive Accident Review Board (EARB) chaired by the CEO. Additionally, the safety department partners with operations and local teams to launch targets engagement campaigns and initiatives that are data driven based on safety performance trends. All this information is continuously maintained and made available on a web-based safety resource hub that provides a centralized location for processes, procedures, training materials, videos, job aids, and all other safety related materials in one place.

7.3.1 Safety Bulletins

A foundational component of RATP Dev USA's communication strategy is to engage through as series of bulletins issued by the safety department. There are three types of safety bulletins: informational, recommended, and mandatory. The informational safety bulletins contain no compliance requirements but share information such as the latest industry trends, seasonal changes, explanations of regulatory requirements, and provide guidance on SMS principles. The recommended safety bulletins share best practices, lessons learned, examples from other locations or industries but compliance with a recommendation is not required. The mandatory safety bulletins issue requirements that must be complied with by every effected location. For example, if a defective vehicle component is discovered that has the potential to cause a fire, a mandatory safety bulletin would be issued requiring a maintenance action to remove and replace the potentially faulty component proactively on all effected vehicles. The GMs and SMs are required to post safety bulletins on the bulletin board in their employee lounges and share relevant information from safety bulletins at their monthly safety meetings. The GMs and SMs are also required to update their safety action plans with requirements that come from mandatory safety bulletins. The safety and operations directors have the responsibility for performing oversight to verify compliance with mandatory safety bulletin requirements.


Bulletin No.: 02 • Issue Date: 1/10/25

MANDATORY
SAFETY BULLETIN

TOPIC: Avoiding Operator Assaults

SAFETY ALERT

- On Dec 18 in Seattle, an operator died after being stabbed by a passenger. The stabbing occurred after a confrontation with the passenger over an open window.
- On Jan 3, in the Atlanta area, an operator died after being shot by a passenger. The shooting occurred after the operator confronted the passenger over not paying the $2.50 bus fare:
https://youtu.be/pZ7LqI5sdC47si=9AuWHuzKIp8rfHqX

Take ACTION

- Watch this news report at safety meetings
https://youtu.be/pZ7LqI5sdC47si=9AuWHuzKIp8rfHqX
- Discuss the lessons learned from these tragic events
- Apply the lessons learned from de-escalation training
- Avoid confrontations
- Contact dispatch and request assistance

Avoid Confrontations, Avoid Assaults

The FTA reports that assaults on transit workers are on the rise across the country.
Potentially risking your life over a bus fare, open window, or any other argument with a passenger is simply not worth it.
Practice the lessons you have learned during de-escalation training and avoid confrontations with passengers.
Remain in your seat, contact dispatch, and request supervisor and police support when you feel uncomfortable, threatened or otherwise at-risk of experiencing a confrontation.

Safety Department Points of Contact

If you need help with de-escalation training, security risk analysis and mitigation, or other support:
- Francine James, VP of Safety and Security
  - francine.james@ratpdev.com
  - Direct support for East Region, Rail, and Mgmt. contracts
- Bobby Strileckis, Safety Director
  - bobby.strileckis@ratpdev.com
  - Direct support for the Southeast Region
- Margie Conklin, Safety Director
  - margie.conklin@ratpdev.com
  - Direct support the West Region

RATP DEV USA What you do today will build a safer tomorrow

7.3.2 Focus Newsletter and Blink

The business development and marketing department publish a monthly company newsletter that highlights the great work and community engagement that takes place across the company. The safety department works closely with the business development and marketing department to ensure the newsletter consistently features safety messaging, celebrates safety accomplishments, and recognizes employees for safe performance. Additionally, the company has implemented Blink app, which is a mobile-first, all-in-one communication and collaboration platform designed specifically for engagement with front line workers. All employees can make posts, share messages, videos, alerts, and other information that directly reaches the frontline workforce and allows them to acknowledge, comment, and communicate directly through the platform.


FOCUS
SEPTEMBER 2024
Newsletter
RATP DEV USA
RATP DEV USA
SANTA MARIA REGIONAL TRANSIT UNVEILS NEW MICROTRANSIT SERVICE
THE COMET: FIRST BATTERY ELECTRIC BUS
WSTA Hosts TAPTCO Certified Instructor Training, Welcomes Eight New Certified Trainers in NC
~ Submitted by Brandie Peterson
The Winston-Salem Transit Authority (WSTA) recently hosted a TAPTCO (Transit & Paratransit Company) Certified Instructor Training class, resulting in the certification of eight (8) new trainers. The program, held at WSTA's facility, aims to enhance safety and operational excellence within RATP Dev USA's NC locations.
The newly certified trainers are now equipped to implement TAPTCO's nationally recognized safety programs across North Carolina. The course covered key areas such as defensive driving, passenger management, and emergency response, ensuring the trainers are well-prepared to uphold the highest standards in transit operations.
With these new certifications, North Carolina continues to strengthen its commitment to safe and efficient transportation services.
PICTURED ABOVE - BACK ROW: DEXTER VINES, LEVINE HEDGEPETH, SANTOS PINEDA, BOBBY STRILECKIS, FRONT ROW: APRIL CURTIS, LATASHIA BRANNON, KATRINA JOHNSON, TANGELA TURNER, NATE BURKE, GINA AKACHAT
CITRANSIT LAUNCHES BATTERY ELECTRIC BUS (BEBS) INITIATIVE
ZION NATIONAL PARK: CARE ON THE FOREFRONT

7.3.3 Safety Meeting Cadence

The corporate safety department conducts monthly safety meetings for each region (east, southeast, west, seasonal, management/rail). At the meetings, the corporate safety department discusses any new safety bulletins that have been published, any new campaigns or initiatives, as well as other activities such as planned corporate audits, location visits, etc. At these meetings, the GMs are required to provide reports out on 1) the top safety risks facing their operation; 2) the safety action plans in place to mitigate those risks; and 3) the KPIs that measure the effectiveness of their safety risk. The reports include a discussion around what actions are working well, what other locations are doing, and where opportunities for improvement exist. The GMs work with their SMs to strengthen and continuously improve their actions plans based on the feedback. The safety department also holds a monthly all-hands safety meeting with all the SMs in the company. This safety-specific meeting is intended to engage safety managers on expectations specifically for implementing the company's SMS to include best practices, lessons learned, examples from locations across the company, and corporate feedback. As the safety program evolves, the expectations for the SMs continue to evolve and this meeting provides the forum where those expectations are communicated and discussed to achieve a shared understanding across the corporate and field levels. The EARB is a weekly meeting chaired by the CEO that reviews all the NTD major accidents (also known as Level 2s and 3s in the safety event reporting matrix). The safety department also includes significant near-misses and employee voluntary safety reports. At this meeting, the GMs are required to present the results of the investigation conducted in in detail with video, pictures, and other information and then present the actions that will be taken to effectively mitigate the underlying risk. The actions reported are then incorporated into their safety action plans in Monday.com for implementation and oversight.

7.3.4 Targeted Safety Campaigns

The corporate safety department partners with the operations department and locations to implement targeted campaigns based on emerging trends in safety performance. For example, in 2024 an intersection safety awareness campaign was launched after a spike in pedestrian strikes revealed they were occurring at intersections. The campaign required all operators to be re-trained in the safety skills required to maneuver through intersections safely (among other actions). The campaign was successful in snapping the trend and improving safety performance. Additionally, there is a seasonality to safety performance. The timeframe from Memorial Day in May through Labor Day in September is commonly referred to as the 101 critical days of summer. Across a variety of industries safety events tend to trend higher during this period, which is attributed to an increase in distraction brought about by significant change (for example, kids being out of school, vacation being planned, adjusting to summer heat, etc.). Each year, RATP Dev USA launches a summer safety campaign designed to mitigate the effects of heat with the goal of mitigating the anticipated upward trend. A similar trend can occur after the transition to wintertime, as freezing temperatures, icy conditions, and holiday preparations create an environment conducive to elevated levels of risk and distraction that adversely affect safety performance. The GMs and SMs of each location are required to work collaboratively with corporate operational and safety leadership to implement targeted campaigns that respond to trends, seasonality, and anticipated elevation in risk levels – before safety events have the opportunity to occur.

7.3.5 Safety and Operations Resource Hubs

The safety and industrial engineering department maintains the safety resource hub, which is a SharePoint based website available on the company intranet that provides a one-stop-shop for safety bulletins, training materials, campaign information, and all other safety related information. By providing a centralized location for all safety resources, any employee can start with the safety resource hub when they are looking for the latest safety bulletin, this plan, or any other information. Additionally, the safety and industrial engineering department maintains the operations resource hub, which encompasses all the best practices, standards, and procedures covering finance, human resources, safety, management, operations, maintenance, customer service, and ethics. All the resources have been integrated into the *GM Digital Binder* providing an easily navigable tool that enables operational leaders to conduct business consistent with values and standards of RATP Dev USA.

- Internal link to the Safety Resource Hub
- Internal link to the Operations Resource Hub

8.0 Additional Information

Supporting Documentation
49 CFR Part 670 Public Transportation Safety Program
49 CFR Part 673 Public Transportation Agency Safety Plan
National Public Transportation Safety Plan (April 2024)
RATP Dev USA Employee Handbook

8.1 Definitions of Special Terms

Term	Definition
Accountable Executive	A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a transit agency; responsibility for carrying out the transit agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
Injury	Any harm to persons as a result of an event that requires immediate medical attention away from the scene.
Investigation	The process of determining the causal and contributing factors of a safety event, for the purpose of preventing recurrence and mitigating safety risk.
Performance Measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Public Transportation Agency Safety Plan	The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and 49 CFR Part 673.
Safety	Freedom from unintentional harm.
Safety Assurance	Processes within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Event	An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
SMS Executive	Chief Safety Officer or equivalent that is an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.
Safety Management System	The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.
Safety Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the agency's public transportation system.
Safety Risk	The composite of predicted likelihood and severity of a potential consequence of a hazard.
Safety Risk Assessment	The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	A process within a transit agency's Public Transportation Agency Safety Plan for identifying, analyzing, assessing, and mitigating the safety risk of their potential consequences.
Safety Risk Mitigation	A method(s) to eliminate or reduce the likelihood and severity of a potential consequence of a safety risk.
Security	Freedom from intentional harm.
Transit Worker	Any employee, contractor, or volunteer working on behalf of the public transit agency.

8.2 Acronyms

Acronym	Word or Phrase
ADA	Americans with Disabilities Act
ASP	Agency Safety Plan
BTW	Behind-The-Wheel
CBA	Collective Bargaining Agreement
CDL	Commercial Driver's License
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CPO	Chief People Officer
DOT	Department of Transportation
EXCO	Executive Council
FTA	Federal Transit Administration
GM	General Manager
KPI	Key Performance Indicator
MIL-STD	Military Standard
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SM	Safety Manager
SMS	Safety Management System
SOP	Standard Operating Procedure
SVP	Senior Vice President
TAPTCO	Transit and Paratransit Company

Appendix A – Safety Management Policy

LIMITED SHARING

Title Safety Management Policy	Effective Date February 15, 2025
Approver Matthew Booterbaugh	Revision Date NEW

1) Purpose.
   a) The vision of RATP Dev USA is to become the transit industry leader in safety.
   b) The mission is to achieve this vision by developing and implementing a world class, industry-leading Safety Management System (SMS).
   c) The purpose of this safety management policy is to establish RATP Dev USA's commitment to the development, implementation, and continuous improvement of an integrated SMS that encompasses both operational and occupational safety requirements in accordance with:
      i) 49 CFR Part § 673 Public Transportation Agency Safety Plan
      ii) 29 CFR Part § 1910 Occupational Safety and Health Standards
      iii) RATP Dev WE SAFE Safety Policy (RDSA_SAF_Policy_Safety)
      iv) State Safety Oversight Agency (SSOA) Program Standards (for rail operations)
      v) RATP Dev USA's Public Transportation Agency Safety Plan (ASP)

2) Scope.
   a) This policy applies to all RATP Dev USA employees to include those working under both operating and management contracts across all modes (bus, paratransit, and rail).

3) Definitions.
   a) **Accountable Executive** – In accordance with 49 CFR Part § 673.23(d)(1) and 49 CFR Part § 673.5 accountable executive means a single, identifiable person who has ultimate responsibility for developing and implementing the SMS by providing control and direction over human and capital resources.
      i) At the corporate level, RATP Dev USA's accountable executive is the Chief Executive Officer (CEO).
      ii) At the location level, RATP Dev USA's accountable executives are the General Managers (GMs).
   b) **Agency Leadership and Executive Management** – In accordance with 49 CFR Part § 673.23(d)(3), agency leadership and executive management means members of RATP Dev USA's leadership team, other than the accountable executive or SMS executive, who have authorities and responsibilities for day-to-day implementation and operation of the SMS.
      i) At the corporate level, RATP Dev USA's leadership includes the Executive Council (EXCO) who are the CEO's direct reports and the Senior Leadership Team (SLT) who are director level and above.
      ii) At the location level, RATP Dev USA's leadership includes the GMs, their Assistant General Managers (AGMs), and designated key staff.

c) **Executive Council (EXCO)** – The EXCO is composed of the CEO's direct reports. Specifically, the Chief Financial Officer (CFO), Chief People Officer (CPO), Chief Development Officer (CDO), Senior Vice President (SVP) of Operations, SVP of Safety and Industrial Engineering, and SVP of Risk.

d) **Key Staff** – In accordance with 49 CFR Part § 673.23(d)(4), staff, groups of staff, or committees designated to support the accountable executive and SMS executive in developing, implementing, and operating SMS.

   i) At the corporate level, the CEO designates key staff in coordination with the EXCO and formally identifies them in the ASP.

   ii) At the location level, the GM designates key staff in coordination with their leadership teams, and formally identifies them in the location-specific ASP.

e) **Public Transportation Agency Safety Plan** – RATP Dev USA's plan for becoming the industry leader in safety through the development and implementation of a world class SMS.

f) **Safety Assurance** – In accordance with 49 CFR Part § 673.5, safety assurance is the third component of SMS and reflects processes within RATP Dev USA's ASP that provide oversight to verify compliance, investigation to determine root cause and corrective action, and data analysis to measure effectiveness. The results of safety assurance activities are incorporated into the safety risk management component of SMS to create a systematic loop that drives continuous improvement.

g) **Safety Culture** – An environment conducive to employees feeling encouraged and empowered to voice safety concerns across all levels of the organization to include using RATP Dev USA's voluntary employee safety reporting program without fear of reprisal.

h) **Safety Management Policy** – In accordance with 49 CFR Part § 673.5, Safety Management Policy is the first component of the SMS and formalizes RATP Dev USA's commitment to developing and implementing a world class, industry leading safety program.

i) **Safety Promotion** – In accordance with 49 CFR Part § 673.5, safety promotion is the fourth component of the SMS and reflects RATP Dev USA's training and engagement efforts to shape safety culture.

j) **Safety Risk Management** – In accordance with 49 CFR Part § 673.5, safety risk management is the second component of the SMS and reflects a process for proactively identifying, assessing, and mitigating safety risk with an emphasis on taking action before a safety event occurs.

   i) At the corporate level, the SMS executive is the Senior Vice President of Safety and Industrial Engineering.

   ii) At the location level, the SMS executive is the Safety Manager (SM) or the GM may serve in this capacity at small locations where no dedicated SM exists.

k) **SMS Executive** – In accordance with 49 CFR Part § 673.23(d)(2), the SMS executive is the Chief Safety Officer or equivalent that reports directly to and has been designated by the Accountable Executive with responsibility for day-to-day implementation and operation of the SMS.

l) **SMS** – In accordance with 49 CFR § 673.5, SMS is the proactive, systematic, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk mitigations.

   i) At the corporate level, the safety department is responsible for leading the effort to develop and oversee implementation of RATP Dev USA's SMS as defined in the company's ASP.

   ii) At the location level, the GM is responsible for working with corporate and leading the implementation of the SMS in accordance with the company's ASP and additional requirements as applicable.

4) General Policy.

a) RATP Dev USA's SMS is composed of four components:

i) Safety Management Policy

ii) Safety Risk Management

iii) Safety Assurance

iv) Safety Promotion

b) **Safety Management Policy Requirements.** RATP Dev USA's ASP incorporates and expands upon the following requirements to comply with applicable laws, regulations, and RATP Dev requirements. Refer to ASP Section 2.0 Safety Management Policy for more information.

i) Safety Management Policy Statement: In accordance with 49 CFR Part § 673.23(a):

(1) At the corporate level, the CEO is responsible for signing a Safety Management Policy Statement that includes RATP Dev USA's safety objectives on an annual basis. RATP Dev USA's Safety Management Policy Statement has been included as an appendix to this policy.

(2) At the location level, GMs are responsible for establishing and signing Safety Management Policy Statements on an annual basis and maintaining them.

(3) All employees are responsible for knowing that safety is a top value at the company, a safety management policy is in place, the policy is accessible to them, and questions or feedback can be provided directly to their management or to corporate safety through the employee voluntary safety reporting program.

ii) Employee Voluntary Safety Reporting Program: In accordance with 49 CFR Part § 673.23(b):

(1) At the corporate level, the safety department is responsible for maintaining an employee voluntary safety reporting program that allows transit workers to report safety concerns, including assaults on transit workers, near-misses, and unsafe acts and conditions to senior management. The program protects transit workers who report safety conditions to senior management.

(2) At the location level, GMs and their staff are responsible for actively promoting the employee voluntary safety reporting program, posting the information needed for employees to access and use the reporting mechanism, working with corporate to disposition reports, taking action when deemed necessary, and following up with employees to ensure they know their voices are being heard.

(3) All employees are responsible for reporting safety risks or concerns when they are identified. Employee feedback, especially from the front line is foundational to proactive safety risk management. Employees are encouraged to report safety concerns directly to the leadership or through the employee voluntary safety reporting program.

(4) There are conditions when a reporting employee could be subject to discipline, specifically:

(a) The employee's action or lack of action was intended to damage RATP Dev USA's equipment

(b) The employee's action or lack of action purposely places others in danger

(c) The employee's action or lack of action involved a criminal offense

(d) The employee's action or lack of action violated a traffic safety law leading to a citation

(e) The employee's behavior involved substance abuse

(f) The report contains falsified information

iii) Communication: In accordance with 49 CFR Part § 673.23(c):

(1) At the corporate level, the safety department is responsible for communicating this Safety Management Policy throughout the organization using email, monthly safety meetings, and other forms of communication in an effort to reach every employee.

(2) At the location level, GMs and their staff are responsible for communicating this Safety Management Policy at local safety meetings, posting the policy where the information is accessible to frontline employees, and using other forms of communication to reinforce the effort to reach every employee.

(3) All employees have the responsibility to review the safety management policy, ask questions, provide feedback, and contribute to continuously improving the policy.

iv) Necessary Authorities, Accountabilities, and Responsibilities: In accordance with 49 CFR Part § 673.23(d), RATP Dev USA has established the necessary authorities, accountabilities, and responsibilities for each of the following roles in the ASP:

(1) The CEO is the Accountable Executive at the corporate level.

(2) The GMs are the Accountable Executives as the location level.

(3) The SVP of Safety and Industrial Engineering is the SMS Executive at the corporate level.

(4) The safety managers are the SMS Executives at the location level (GMs may also serve in this role at smaller locations).

(5) The EXCO are the company's leadership and executive management at the corporate level.

(6) The AGMs and designated staff are the company's leadership at the local level.

(7) Key Staff are designated by the CEO at the corporate level and GMs designated key staff at the local level; these designations are captured in the ASP.

(a) The corporate safety directors are responsible for driving implementation of this Safety Management Policy and ASP.

(b) The corporate operations directors are responsible for overseeing implementation of this Safety Management Policy and ASP.

(c) The corporate operations and safety directors work together to drive the successful implementation of the company's SMS.

c) **Safety Risk Management Requirements.** In accordance with 49 CFR Part § 673.25(a), RATP Dev USA describes the safety risk management process in the ASP, including the methods for conducting safety risk identification, safety risk assessment, and safety risk mitigation.

i) Safety Risk Identification: In accordance with 49 CFR Part § 673.25(b), RATP Dev USA describes the method for identification of safety risks in the ASP. The methodology includes considering the following sources for data and information used in the identification of safety risks (1) leading and lagging indicator data from safety event reporting, claims, trends in Key Performance Indicators (KPIs), (2) risky behaviors detected by telematics; (3) data and information provided by an oversight authority, including but not limited to FTA, the State, or as applicable, the State Safety Oversight Agency having jurisdiction; (4) data and information regarding exposure to infectious disease provided by the Center for Disease Control (CDC) or a State health authority; (5) results from safety assurance activities to verify compliance and measure effectiveness of operations performance; (6) employee voluntary safety reporting.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety risk management standards that include risk identification through research and data driven analysis.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety risk management standards for risk identification by collecting the data, performing risk analysis, and interpreting the results to proactively identify their safety risks.

(3) All employees are responsible for promptly reporting safety risks and concerns, providing recommendations on how to mitigate risks, and following-up or escalating when needed to ensure action is taken to effectively mitigate.

ii) Safety Risk Assessment: In accordance with 49 CFR Part § 673.25(c), RATP Dev USA describes the method for assessing safety risks in the ASP. The methodology includes assessing the likelihood of realizing the safety risk and severity of the consequences with existing mitigations considered. The safety risks shall be prioritized based on the results of the assessment.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety risk management standards that include performing risk assessments to prioritize identified risks in accordance with the MIL-STD-882E methodology.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety risk management standards for risk assessment by applying the MIL-STD-882E methodology resulting in prioritization of risks based on their likelihood to occur and severity of consequences.

(3) All employees should maintain for understanding the top risks facing their operation, which is based on the results of the location's safety risk assessment. Employees are responsible for engaging in a constructive dialogue about the risks, how they are mitigated, and opportunities for improvement.

iii) Safety Risk Mitigation: In accordance with 49 CFR Part § 673.25(d), RATP Dev USA describes the method for identifying the required safety risk mitigations as a result of conducting safety risk assessments to reduce the likelihood of an occurrence and severity of the potential consequences. In addition to risk assessments, the company considers the following sources for risk mitigation: (1) guidance provided by oversight authorities to include the FTA and RATP Dev; (2) guidelines to prevent or control exposure to infectious diseases provided by the CDC or a State health authority.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety risk management standards that include developing mitigations that proactively reduce safety risks, resulting in the systematic reduction of safety events and claims.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety risk management standards for risk mitigation by applying developing and implementing safety action plans that are specific, measurable, achievable, relevant, and time sensitive. The safety action plans must be continuously maintained with actions, completion dates, and personnel assigned to stay current with the constantly changing risk exposure associated with dynamic transit operations.

(3) All employees are responsible for complying with actions designed to mitigate risk. Continuously improving safety performance is an inherent responsibility of all transit workers. Employees are responsible for providing feedback on how well risk mitigations are working and recommend ways to improve them and propose additional or alternative mitigations.

d) **Safety Assurance Requirements.** In accordance with 49 CFR Part § 673.27(a), RATP Dev USA describes the safety assurance process in the ASP to include safety performance monitoring and measurement, safety event reporting and investigation, management of change, and continuous improvement.

i) Safety Performance Monitoring: In accordance with 49 CFR Part § 673.27(b), RATP Dev USA describes the methods of safety performance monitoring in the ASP. The monitoring is designed to assure compliance with, and effectiveness of: (1) operations and maintenance standard operating procedures; (2) safety risk mitigations as reflected in safety action plans; (3) information reported through the employee voluntary safety reporting program; (4) KPIs to identify trends that inform proactive risk mitigations.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of safety assurance standards for safety performance monitoring. This includes providing templates for standard operating procedures, overseeing safety action plans, reviewing the quality of safety investigations, engaging locations on employee voluntary safety reports to achieve effective resolution, and providing tools to visualize KPIs.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety assurance standards for safety performance monitoring by maintaining standard operating procedures; implementing effective safety action plans; conducting thorough investigations into safety events; working with the corporate safety department to address employee voluntary safety reports; and monitoring and acting on trends detected in KPIs.

(3) Employees are responsible for understanding their safety performance, which can come from telematics systems, coaching, passenger feedback, and other sources. Employees are responsible for working with oversight activities, understanding the results, providing feedback, and making adjustments based on the lessons learned.

ii) Safety/Security Event Reporting and Investigation: A safety or security event means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

(1) At the corporate level, the safety department is responsible for maintaining the incident notification matrix that specifies reporting requirements based on the nature and severity of the safety or security event. The safety department facilitates partners with field on ensure investigations are performed thoroughly with a focus on causal factors and corrective and preventive actions that will effectively mitigate the risk of recurrence. The safety department facilitates the Executive Accident Review Board (EARB) designed to ensure high-severity safety or security events (as defined by the notification matrix) have visibility at CEO and SVP levels with ability to provide leadership direction to further drive thorough investigations and effective action planning.

(2) At the location level, the GMs are responsible for promptly reporting safety or security events. Specifically, any security or safety event at Level 2 or above in the notification matrix shall be reported to the GMs corresponding operations director within four hours of becoming aware of the event. The event must be reported in RATP Dev's safety software within the same time period. GMs are responsible for working with the safety department, operations department, and their staff to ensure thorough investigations are conducted that focus on underlying causal factors and lessons learned, which are used to inform robust corrective and preventive actions that are incorporated into the locations safety action plan. GMs are required to present their safety or security events, investigation findings, and planned actions at EARBs.

(3) All employees are responsible for cooperating fully with safety reporting and investigation requirements. This responsibility includes promptly reporting safety or security events when they

occur, providing detailed statements, completing drug and alcohol testing when required, and providing any additional information that can help effectively mitigate the risk of a recurrence.

iii) Management of Change: In accordance with 49 CFR Part § 673.27(c), RATP Dev USA describes how change is managed in the ASP to include identifying and assessing changes that may introduce risk to safety performance. The safety risk management process shall be used to evaluate how a change may impact safety performance and determine how those risks are managed.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety assurance standards for change management. This includes guidance on how to apply the safety risk management approach to identify, assess, and mitigate the risk(s) introduced by change, which comes in a variety of forms such as new equipment, new personnel, new routes or service levels, etc.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety assurance standards for change management by working with safety department to proactively identify changes coming to the operation and applying the safety risk management approach to identify, assess, and mitigate the risk(s) resulting from the changes being introduced.

(3) All employees are responsible for reporting safety concerns or risks associated with change. The frontline transit workers are often experiencing change in terms of new buses, streetcars, or other equipment, new route adjustments or frequencies, and other forms of change. These changes have the potential to introduce risk and all employees have a responsibility to proactively report their safety risks or concerns associated with change in an effort to proactively mitigate them.

iv) Continuous Improvement: In accordance with 49 CFR Part § 673.27(d), RATP Dev USA describes its method of continuous improvement in the ASP to include a process for assessing safety performance and under the direction of the CEO. The systematic approach to continuous improvement includes: (1) identification of deficiencies in the company's SMS; (2) identification of deficiencies in performance against safety targets; (3) complying with any requirements established by RATP Dev, State Safety Oversight Agencies, FTA, state DOTs, or other entities; (4) mitigating safety risks based on implementing the SMS safety risk management and safety assurance processes.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety assurance standards for continuous improvement. This includes conducting audits of training programs, supporting FTA triennial audits, facilitating RATP Dev corporate audits, requiring mitigations that target company-wide systemic risks, and implementing additional initiatives that are designed to strengthen the company's SMS.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety assurance standards for continuous improvement by preparing for and supporting RATP Dev USA audits, RATP Dev corporate audits, FTA triennial audits, implementing companywide risk mitigations, and implementing additional companywide initiatives that are designed to strengthen the company's SMS. GMs and SMs are responsible for ensuring all findings resulting from audits are incorporated into safety action plans and effectively resolved.

(3) There is always room for improvement and often, frontline transit workers know these opportunities better than anyone. All employees have a responsibility to communicate opportunities to improve safety by either reporting them directly to their management or using the employee voluntary safety reporting program.

e) **Safety Promotion Requirements.** RATP Dev USA's ASP incorporates and expands upon the following requirements in an effort to cultivate a safety culture that is foundational to the development and implementation of an industry-leading, world class safety program.

i) Competencies and Training: In accordance with 49 CFR Part § 673.29(a), RATP Dev USA describes its safety training program for those directly responsible for safety in the ASP. For the frontline workforce, The RATP Dev USA certified instructor program incorporates the Transit and Paratransit Company (TAPTCO) industry standard. For location managers, the safety management training program incorporates SMS principles and best practices to include use of internal processes and tools that enable effective implementation. The safety training program shall be continuously improved in alignment with the development and implementation of the SMS.

(1) At the corporate level, the safety department is responsible for developing and facilitating the implementation of training standards as described in the ASP.

(2) At the location level, GMs, SMs, as well as operations and training managers (where applicable) are responsible for meeting corporate training standards by implementing processes, investing resources, and managing their employees to ensure compliance with all training requirements. GMs and SMs are responsible for ensuring that employee and training records are maintained, managed, and retrievable.

(3) All employees are responsible for completing their training requirements. This responsibility includes knowing that your training records are on file, current, and complete. Management and employees have joint responsibility for ensuring that all training requirements are met and that employee records properly reflect training completion and currency.

ii) Safety Communication: In accordance with 49 CFR Part § 673.29(b), RATP Dev USA describes how safety performance information is communicated throughout the company in the ASP. The communication and engagement approach includes a safety meeting cadence, mandatory and informational safety bulletins, a safety resource hub, field visits, a safety bulletin board, and employee recognition. Transit workers are informed of the safety risks relevant to their roles and responsibilities and the mitigations (actions being taken) at monthly safety meetings, posts on bulletin boards, coaching sessions, and other forms of communication and engagement.

(1) At the corporate level, the safety department is responsible for conducting monthly safety meetings, issuing safety bulletins, maintaining the safety resource hub, managing the employee voluntary safety reporting program, conducting field visits, facilitating the executive accident review board, and continuously engaging to ensure RATP Dev USA's safety program reaches every employee.

(2) At the location level, GMs and SMs are responsible for holding safety meetings with the frontline workforce, disseminating and complying with safety bulletin requirements, addressing employee voluntary safety reports, participating in the executive accident review board, and developing creative ways to engage the workforce to ensure the safety program reaches every employee.

(3) All employees are responsible for knowing where they can access the latest safety information whether online or physically. Employees are responsible for knowing they have a voice and have the ability to use it either by communicating directly with their management or using the voluntary employee safety reporting program. Employees are responsible for actively participating in their locations safety meeting cadence, complying with training requirements, safety campaigns, and related activities designed to continuously improve safety performance.

Appendix B – Safety Management Policy Statement

LIMITED SHARING

Safety Management Policy Statement

Corporate

In support of RATP Dev USA's vision of being the transportation industry leader in safety and the company's Public Transportation Agency Safety Plan (PTASP), as the quality choice in public transportation, we are committed to continuously improving our safety performance through the development and implementation of a world class, robust Safety Management System (SMS).

COMMITMENT TO SAFETY MANAGEMENT SYSTEM

RATP Dev USA is committed to developing and delivering high quality transit systems, while operating in a manner that continuously improves the operational safety of our services and occupational safety for our employees. RATP Dev USA is committed to the implementation and continuous improvement of an effective SMS aligned with applicable regulatory standards and requirements. Successful implementation of a robust SMS reflects the following outcomes:

- We (all employees) are encouraged and empowered to voice safety and security concerns without fear of reprisal
- We take proactive action in response to safety risks to prevent injuries and safety/security events from occurring
- We know if our actions are working by measuring their effectiveness and we make adjustments when needed
- We apply lessons learned from our safety performance to drive continuous improvement

RATP Dev USA will provide the necessary financial and human resources to develop, implement, and oversee the SMS. Be establishing an industry leading, world class SMS, RATP Dev USA will systematically integrate proactive safety risk reduction practices into operations management that encompass service delivery, rolling stock and facility maintenance, and support services to continuously advance toward achieving the stated outcomes.

2025 RATP DEV USA SAFETY PERFORMANCE TARGETS

- Fatalities: The target is always zero
- Major Event Rate: Reduce Level 2/3 events by at least 10%
- Preventable AFR (P-AFR) – Reduce preventable safety and security events by at least 10%
- Injury Frequency Rate for Loss Time Injuries (IFR-LTI) – Reduce LTIs by at least 10%

0 – Fatalities Target

0.22 – Major Event Rate Target

0.90 – P-AFR Target

1.56 – IFR-LTI Target

0.014 – Pedestrian Collision Rate

2025 RATP DEV USA SAFETY OBJECTIVES

- Refresh RATP Dev USA's Public Transportation Agency Safety Plan
- Expand RATP Dev USA's Safety Key Performance Indicators
- Introduce company standards for Safety Risk Management and Safety Assurance
- Continuously improve Safety Action Plans
- Implement the Employee Voluntary Safety Reporting Program
- Incorporate the latest telematics capability and other safety technologies
- Complete rollout of the claims management process for worker's comp and auto liability
- Centralize and digitize recordkeeping
- Provide safety training for managers and frontline transit workers
- Perform internal audits, support RATP Dev and FTA Triennial audits to drive compliance and improvement

SAFETY STARTS WITH ME

ALL Managers have the responsibility to ensure that safe work conditions are maintained in their assigned work areas for all employees, clients, visitors, and contractors in accordance with regulatory, contractual, CBA, and company requirements. **ALL Employees** shall perform their jobs safely in accordance with regulatory, contractual, CBA, and company requirements. Employees shall promptly report safety risks to their supervision or through the voluntary safety reporting program.

Matt Booterbaugh – Chief Executive Officer
Date: February 2025

Matthew Booterbaugh
Digitally signed by Matthew Booterbaugh
Date: 2025.02.03 13:11:09 -06'00'

Safety Management Policy Statement

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Date: February 2025

Matthew Booterbaugh
Digitally signed by Matthew Booterbaugh
Date: 2025.02.03 13:11:09 -06'00'

Title Safety Management Policy	Effective Date February 15, 2025
Approver Matthew Booterbaugh	Revision Date NEW

1) Purpose.
   a) The vision of RATP Dev USA is to become the transit industry leader in safety.
   b) The mission is to achieve this vision by developing and implementing a world class, industry-leading Safety Management System (SMS).
   c) The purpose of this safety management policy is to establish RATP Dev USA's commitment to the development, implementation, and continuous improvement of an integrated SMS that encompasses both operational and occupational safety requirements in accordance with:
      i) 49 CFR Part § 673 Public Transportation Agency Safety Plan
      ii) 29 CFR Part § 1910 Occupational Safety and Health Standards
      iii) RATP Dev WE SAFE Safety Policy (RDSA_SAF_Policy_Safety)
      iv) State Safety Oversight Agency (SSOA) Program Standards (for rail operations)
      v) RATP Dev USA's Public Transportation Agency Safety Plan (ASP)

2) Scope.
   a) This policy applies to all RATP Dev USA employees to include those working under both operating and management contracts across all modes (bus, paratransit, and rail).

3) Definitions.
   a) **Accountable Executive** – In accordance with 49 CFR Part § 673.23(d)(1) and 49 CFR Part § 673.5 accountable executive means a single, identifiable person who has ultimate responsibility for developing and implementing the SMS by providing control and direction over human and capital resources.
      i) At the corporate level, RATP Dev USA's accountable executive is the Chief Executive Officer (CEO).
      ii) At the location level, RATP Dev USA's accountable executives are the General Managers (GMs).
   b) **Agency Leadership and Executive Management** – In accordance with 49 CFR Part § 673.23(d)(3), agency leadership and executive management means members of RATP Dev USA's leadership team, other than the accountable executive or SMS executive, who have authorities and responsibilities for day-to-day implementation and operation of the SMS.
      i) At the corporate level, RATP Dev USA's leadership includes the Executive Council (EXCO) who are the CEO's direct reports and the Senior Leadership Team (SLT) who are director level and above.
      ii) At the location level, RATP Dev USA's leadership includes the GMs, their Assistant General Managers (AGMs), and designated key staff.

c) **Executive Council (EXCO)** – The EXCO is composed of the CEO's direct reports. Specifically, the Chief Financial Officer (CFO), Chief People Officer (CPO), Chief Development Officer (CDO), Senior Vice President (SVP) of Operations, SVP of Safety and Industrial Engineering, and SVP of Risk.

d) **Key Staff** – In accordance with 49 CFR Part § 673.23(d)(4), staff, groups of staff, or committees designated to support the accountable executive and SMS executive in developing, implementing, and operating SMS.

   i) At the corporate level, the CEO designates key staff in coordination with the EXCO and formally identifies them in the ASP.

   ii) At the location level, the GM designates key staff in coordination with their leadership teams, and formally identifies them in the location-specific ASP.

e) **Public Transportation Agency Safety Plan** – RATP Dev USA's plan for becoming the industry leader in safety through the development and implementation of a world class SMS.

f) **Safety Assurance** – In accordance with 49 CFR Part § 673.5, safety assurance is the third component of SMS and reflects processes within RATP Dev USA's ASP that provide oversight to verify compliance, investigation to determine root cause and corrective action, and data analysis to measure effectiveness. The results of safety assurance activities are incorporated into the safety risk management component of SMS to create a systematic loop that drives continuous improvement.

g) **Safety Culture** – An environment conducive to employees feeling encouraged and empowered to voice safety concerns across all levels of the organization to include using RATP Dev USA's voluntary employee safety reporting program without fear of reprisal.

h) **Safety Management Policy** – In accordance with 49 CFR Part § 673.5, Safety Management Policy is the first component of the SMS and formalizes RATP Dev USA's commitment to developing and implementing a world class, industry leading safety program.

i) **Safety Promotion** – In accordance with 49 CFR Part § 673.5, safety promotion is the fourth component of the SMS and reflects RATP Dev USA's training and engagement efforts to shape safety culture.

j) **Safety Risk Management** – In accordance with 49 CFR Part § 673.5, safety risk management is the second component of the SMS and reflects a process for proactively identifying, assessing, and mitigating safety risk with an emphasis on taking action before a safety event occurs.

   i) At the corporate level, the SMS executive is the Senior Vice President of Safety and Industrial Engineering.

   ii) At the location level, the SMS executive is the Safety Manager (SM) or the GM may serve in this capacity at small locations where no dedicated SM exists.

k) **SMS Executive** – In accordance with 49 CFR Part § 673.23(d)(2), the SMS executive is the Chief Safety Officer or equivalent that reports directly to and has been designated by the Accountable Executive with responsibility for day-to-day implementation and operation of the SMS.

l) **SMS** – In accordance with 49 CFR § 673.5, SMS is the proactive, systematic, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk mitigations.

   i) At the corporate level, the safety department is responsible for leading the effort to develop and oversee implementation of RATP Dev USA's SMS as defined in the company's ASP.

   ii) At the location level, the GM is responsible for working with corporate and leading the implementation of the SMS in accordance with the company's ASP and additional requirements as applicable.

4) General Policy.

a) RATP Dev USA's SMS is composed of four components:

i) Safety Management Policy

ii) Safety Risk Management

iii) Safety Assurance

iv) Safety Promotion

b) **Safety Management Policy Requirements.** RATP Dev USA's ASP incorporates and expands upon the following requirements to comply with applicable laws, regulations, and RATP Dev requirements. Refer to ASP Section 2.0 Safety Management Policy for more information.

i) Safety Management Policy Statement: In accordance with 49 CFR Part § 673.23(a):

(1) At the corporate level, the CEO is responsible for signing a Safety Management Policy Statement that includes RATP Dev USA's safety objectives on an annual basis. RATP Dev USA's Safety Management Policy Statement has been included as an appendix to this policy.

(2) At the location level, GMs are responsible for establishing and signing Safety Management Policy Statements on an annual basis and maintaining them.

(3) All employees are responsible for knowing that safety is a top value at the company, a safety management policy is in place, the policy is accessible to them, and questions or feedback can be provided directly to their management or to corporate safety through the employee voluntary safety reporting program.

ii) Employee Voluntary Safety Reporting Program: In accordance with 49 CFR Part § 673.23(b):

(1) At the corporate level, the safety department is responsible for maintaining an employee voluntary safety reporting program that allows transit workers to report safety concerns, including assaults on transit workers, near-misses, and unsafe acts and conditions to senior management. The program protects transit workers who report safety conditions to senior management.

(2) At the location level, GMs and their staff are responsible for actively promoting the employee voluntary safety reporting program, posting the information needed for employees to access and use the reporting mechanism, working with corporate to disposition reports, taking action when deemed necessary, and following up with employees to ensure they know their voices are being heard.

(3) All employees are responsible for reporting safety risks or concerns when they are identified. Employee feedback, especially from the front line is foundational to proactive safety risk management. Employees are encouraged to report safety concerns directly to the leadership or through the employee voluntary safety reporting program.

(4) There are conditions when a reporting employee could be subject to discipline, specifically:

(a) The employee's action or lack of action was intended to damage RATP Dev USA's equipment

(b) The employee's action or lack of action purposely places others in danger

(c) The employee's action or lack of action involved a criminal offense

(d) The employee's action or lack of action violated a traffic safety law leading to a citation

(e) The employee's behavior involved substance abuse

(f) The report contains falsified information

iii) Communication: In accordance with 49 CFR Part § 673.23(c):

(1) At the corporate level, the safety department is responsible for communicating this Safety Management Policy throughout the organization using email, monthly safety meetings, and other forms of communication in an effort to reach every employee.

(2) At the location level, GMs and their staff are responsible for communicating this Safety Management Policy at local safety meetings, posting the policy where the information is accessible to frontline employees, and using other forms of communication to reinforce the effort to reach every employee.

(3) All employees have the responsibility to review the safety management policy, ask questions, provide feedback, and contribute to continuously improving the policy.

iv) Necessary Authorities, Accountabilities, and Responsibilities: In accordance with 49 CFR Part § 673.23(d), RATP Dev USA has established the necessary authorities, accountabilities, and responsibilities for each of the following roles in the ASP:

(1) The CEO is the Accountable Executive at the corporate level.

(2) The GMs are the Accountable Executives as the location level.

(3) The SVP of Safety and Industrial Engineering is the SMS Executive at the corporate level.

(4) The safety managers are the SMS Executives at the location level (GMs may also serve in this role at smaller locations).

(5) The EXCO are the company's leadership and executive management at the corporate level.

(6) The AGMs and designated staff are the company's leadership at the local level.

(7) Key Staff are designated by the CEO at the corporate level and GMs designated key staff at the local level; these designations are captured in the ASP.

(a) The corporate safety directors are responsible for driving implementation of this Safety Management Policy and ASP.

(b) The corporate operations directors are responsible for overseeing implementation of this Safety Management Policy and ASP.

(c) The corporate operations and safety directors work together to drive the successful implementation of the company's SMS.

c) **Safety Risk Management Requirements.** In accordance with 49 CFR Part § 673.25(a), RATP Dev USA describes the safety risk management process in the ASP, including the methods for conducting safety risk identification, safety risk assessment, and safety risk mitigation.

i) Safety Risk Identification: In accordance with 49 CFR Part § 673.25(b), RATP Dev USA describes the method for identification of safety risks in the ASP. The methodology includes considering the following sources for data and information used in the identification of safety risks (1) leading and lagging indicator data from safety event reporting, claims, trends in Key Performance Indicators (KPIs), (2) risky behaviors detected by telematics; (3) data and information provided by an oversight authority, including but not limited to FTA, the State, or as applicable, the State Safety Oversight Agency having jurisdiction; (4) data and information regarding exposure to infectious disease provided by the Center for Disease Control (CDC) or a State health authority; (5) results from safety assurance activities to verify compliance and measure effectiveness of operations performance; (6) employee voluntary safety reporting.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety risk management standards that include risk identification through research and data driven analysis.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety risk management standards for risk identification by collecting the data, performing risk analysis, and interpreting the results to proactively identify their safety risks.

(3) All employees are responsible for promptly reporting safety risks and concerns, providing recommendations on how to mitigate risks, and following-up or escalating when needed to ensure action is taken to effectively mitigate.

ii) Safety Risk Assessment: In accordance with 49 CFR Part § 673.25(c), RATP Dev USA describes the method for assessing safety risks in the ASP. The methodology includes assessing the likelihood of realizing the safety risk and severity of the consequences with existing mitigations considered. The safety risks shall be prioritized based on the results of the assessment.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety risk management standards that include performing risk assessments to prioritize identified risks in accordance with the MIL-STD-882E methodology.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety risk management standards for risk assessment by applying the MIL-STD-882E methodology resulting in prioritization of risks based on their likelihood to occur and severity of consequences.

(3) All employees should maintain for understanding the top risks facing their operation, which is based on the results of the location's safety risk assessment. Employees are responsible for engaging in a constructive dialogue about the risks, how they are mitigated, and opportunities for improvement.

iii) Safety Risk Mitigation: In accordance with 49 CFR Part § 673.25(d), RATP Dev USA describes the method for identifying the required safety risk mitigations as a result of conducting safety risk assessments to reduce the likelihood of an occurrence and severity of the potential consequences. In addition to risk assessments, the company considers the following sources for risk mitigation: (1) guidance provided by oversight authorities to include the FTA and RATP Dev; (2) guidelines to prevent or control exposure to infectious diseases provided by the CDC or a State health authority.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety risk management standards that include developing mitigations that proactively reduce safety risks, resulting in the systematic reduction of safety events and claims.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety risk management standards for risk mitigation by applying developing and implementing safety action plans that are specific, measurable, achievable, relevant, and time sensitive. The safety action plans must be continuously maintained with actions, completion dates, and personnel assigned to stay current with the constantly changing risk exposure associated with dynamic transit operations.

(3) All employees are responsible for complying with actions designed to mitigate risk. Continuously improving safety performance is an inherent responsibility of all transit workers. Employees are responsible for providing feedback on how well risk mitigations are working and recommend ways to improve them and propose additional or alternative mitigations.

d) **Safety Assurance Requirements.** In accordance with 49 CFR Part § 673.27(a), RATP Dev USA describes the safety assurance process in the ASP to include safety performance monitoring and measurement, safety event reporting and investigation, management of change, and continuous improvement.

i) Safety Performance Monitoring: In accordance with 49 CFR Part § 673.27(b), RATP Dev USA describes the methods of safety performance monitoring in the ASP. The monitoring is designed to assure compliance with, and effectiveness of: (1) operations and maintenance standard operating procedures; (2) safety risk mitigations as reflected in safety action plans; (3) information reported through the employee voluntary safety reporting program; (4) KPIs to identify trends that inform proactive risk mitigations.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of safety assurance standards for safety performance monitoring. This includes providing templates for standard operating procedures, overseeing safety action plans, reviewing the quality of safety investigations, engaging locations on employee voluntary safety reports to achieve effective resolution, and providing tools to visualize KPIs.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety assurance standards for safety performance monitoring by maintaining standard operating procedures; implementing effective safety action plans; conducting thorough investigations into safety events; working with the corporate safety department to address employee voluntary safety reports; and monitoring and acting on trends detected in KPIs.

(3) Employees are responsible for understanding their safety performance, which can come from telematics systems, coaching, passenger feedback, and other sources. Employees are responsible for working with oversight activities, understanding the results, providing feedback, and making adjustments based on the lessons learned.

ii) Safety/Security Event Reporting and Investigation: A safety or security event means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

(1) At the corporate level, the safety department is responsible for maintaining the incident notification matrix that specifies reporting requirements based on the nature and severity of the safety or security event. The safety department facilitates partners with field on ensure investigations are performed thoroughly with a focus on causal factors and corrective and preventive actions that will effectively mitigate the risk of recurrence. The safety department facilitates the Executive Accident Review Board (EARB) designed to ensure high-severity safety or security events (as defined by the notification matrix) have visibility at CEO and SVP levels with ability to provide leadership direction to further drive thorough investigations and effective action planning.

(2) At the location level, the GMs are responsible for promptly reporting safety or security events. Specifically, any security or safety event at Level 2 or above in the notification matrix shall be reported to the GMs corresponding operations director within four hours of becoming aware of the event. The event must be reported in RATP Dev's safety software within the same time period. GMs are responsible for working with the safety department, operations department, and their staff to ensure thorough investigations are conducted that focus on underlying causal factors and lessons learned, which are used to inform robust corrective and preventive actions that are incorporated into the locations safety action plan. GMs are required to present their safety or security events, investigation findings, and planned actions at EARBs.

(3) All employees are responsible for cooperating fully with safety reporting and investigation requirements. This responsibility includes promptly reporting safety or security events when they

occur, providing detailed statements, completing drug and alcohol testing when required, and providing any additional information that can help effectively mitigate the risk of a recurrence.

iii) Management of Change: In accordance with 49 CFR Part § 673.27(c), RATP Dev USA describes how change is managed in the ASP to include identifying and assessing changes that may introduce risk to safety performance. The safety risk management process shall be used to evaluate how a change may impact safety performance and determine how those risks are managed.

(1) At the corporate level, the safety department is responsible for developing, training, and overseeing implementation of the safety assurance standards for change management. This includes guidance on how to apply the safety risk management approach to identify, assess, and mitigate the risk(s) introduced by change, which comes in a variety of forms such as new equipment, new personnel, new routes or service levels, etc.

(2) At the location level, the GMs and SMs are responsible for meeting corporate safety assurance standards for change management by working with safety department to proactively identify changes coming to the operation and applying the safety risk management approach to identify, assess, and mitigate the risk(s) resulting from the changes being introduced.

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(3) There is always room for improvement and often, frontline transit workers know these opportunities better than anyone. All employees have a responsibility to communicate opportunities to improve safety by either reporting them directly to their management or using the employee voluntary safety reporting program.

e) **Safety Promotion Requirements.** RATP Dev USA's ASP incorporates and expands upon the following requirements in an effort to cultivate a safety culture that is foundational to the development and implementation of an industry-leading, world class safety program.

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(1) At the corporate level, the safety department is responsible for developing and facilitating the implementation of training standards as described in the ASP.

(2) At the location level, GMs, SMs, as well as operations and training managers (where applicable) are responsible for meeting corporate training standards by implementing processes, investing resources, and managing their employees to ensure compliance with all training requirements. GMs and SMs are responsible for ensuring that employee and training records are maintained, managed, and retrievable.

(3) All employees are responsible for completing their training requirements. This responsibility includes knowing that your training records are on file, current, and complete. Management and employees have joint responsibility for ensuring that all training requirements are met and that employee records properly reflect training completion and currency.

ii) Safety Communication: In accordance with 49 CFR Part § 673.29(b), RATP Dev USA describes how safety performance information is communicated throughout the company in the ASP. The communication and engagement approach includes a safety meeting cadence, mandatory and informational safety bulletins, a safety resource hub, field visits, a safety bulletin board, and employee recognition. Transit workers are informed of the safety risks relevant to their roles and responsibilities and the mitigations (actions being taken) at monthly safety meetings, posts on bulletin boards, coaching sessions, and other forms of communication and engagement.

(1) At the corporate level, the safety department is responsible for conducting monthly safety meetings, issuing safety bulletins, maintaining the safety resource hub, managing the employee voluntary safety reporting program, conducting field visits, facilitating the executive accident review board, and continuously engaging to ensure RATP Dev USA's safety program reaches every employee.

(2) At the location level, GMs and SMs are responsible for holding safety meetings with the frontline workforce, disseminating and complying with safety bulletin requirements, addressing employee voluntary safety reports, participating in the executive accident review board, and developing creative ways to engage the workforce to ensure the safety program reaches every employee.

(3) All employees are responsible for knowing where they can access the latest safety information whether online or physically. Employees are responsible for knowing they have a voice and have the ability to use it either by communicating directly with their management or using the voluntary employee safety reporting program. Employees are responsible for actively participating in their locations safety meeting cadence, complying with training requirements, safety campaigns, and related activities designed to continuously improve safety performance.

CHAPTER 14-90
EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS

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14-90.001 Scope.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 344.044(12), (21), 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-2-94, Repealed 8-7-05.

14-90.002 Definitions.

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) "Bus" means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) "Bus Transit System" means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) "Community Transportation Coordinator" means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) "Department" means the Florida Department of Transportation.

(5) "Drive" or "Operate" means all time spent at the controls of a bus in operation.

(6) "Driver" means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) "FMVSS" means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) "For Compensation" means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) "Manufacturer" means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) "Passenger" means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) "Paratransit" means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, "dial-a-ride" buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) "Safe Condition" means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.

(15) "Safety Review" means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) "Security" means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) "Security Program Plan" or "SPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) "Security Review" means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) "System Safety Program Plan" or "SSPP" means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) "Taxicab" means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) "Trailer Bus" means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) "Twenty-four Hour Period" or "24-Hour Period" means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) "Unsafe Condition" means anything which endangers human life or property.

(24) "Personal wireless communications device" means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) "Use of a wireless communications device" means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.

(26) "Wireless communications device" means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.003 Department Responsibilities and Authority.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.004 Bus Transit System Operational Standards.

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set

forth in this rule chapter.

(a) The SSPP shall address the following safety elements and requirements:

1. Safety policies and responsibilities.

2. Vehicle and equipment standards and procurement criteria.

3. Operational standards and procedures.

4. Bus driver and employee selection.

5. Driving requirements.

6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestians and other hazards.

7. Vehicle maintenance.

8. Investigations of events described under subsection 14-90.004(5), F.A.C.

9. Hazard identification and resolution.

10. Equipment for transporting wheelchairs.

11. Safety data acquisition and analysis.

12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and

b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:

a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and

b. The use of a wireless communications device does not interfere with the operator's safety related duties.

14. The Bus Transit System shall develop a driver educational training program addressing:

a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and

b. The hazards associated with driving and utilizing a wireless communications device.

15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

(b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.

(c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.

(d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:

1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.

2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.

(e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.

(2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.

(a) The SPP shall address the following security requirements:

1. Security policies, goals, and objectives.

2. Organization, roles, and responsibilities.

3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.

4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.

5. Procedures for the establishment of interfaces with emergency response organizations.

6. Procedures for interagency coordination with local law enforcement jurisdictions.

7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.

9. Emergency preparedness drills and exercises.

10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

11. Procedures for SPP maintenance and distribution.

(b) Each bus transit system shall implement and comply with the SPP during the operation of the system.

(c) Bus transit systems that engage in a contract with a private contract transit provider shall:

1. Establish minimum security requirements which apply to private contract transit providers.

2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.

(d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.

(3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:

(a) Driver qualifications and background checks meeting minimum hiring standards.

(b) Driving and criminal background checks for all new drivers.

(c) Verification and documentation of valid driver licenses for all employees who drive buses.

(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.

2. Operational bus and equipment inspections.

3. Bus equipment familiarization.

4. Basic operations and maneuvering.

5. Boarding and alighting passengers.

6. Operation of wheelchair lifts and other special equipment.

7. Defensive driving.

8. Passenger assistance and securement.

9. Handling of emergencies and security threats.

10. Security and threat awareness.

11. Driving conditions.

(e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:

1. Communication and handling of unsafe conditions, security threats, and emergencies.

2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.

3. Application and compliance with all applicable federal and state laws, rules, and regulations.

(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.

(g) Bus transit systems shall maintain the following records for at least four years:

1. Records of bus driver background checks and qualifications.

2. Detailed descriptions of training administered and completed by each bus driver.

3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.

(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.

(i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.

2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.

3. If not owned by the bus transit system, the name of any person furnishing a bus.

4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.

(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.

(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than $1,000.

(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.

(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.0041 Medical Examinations for Bus Transit System Drivers.

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at www.dot.state.fl.us/transit.

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician

Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History–New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.

14-90.005 Transit Bus Accidents.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.006 Operational and Driving Requirements.

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver

has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.

(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History–New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.

14-90.007 Vehicle Equipment Standards and Procurement Criteria.

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and

standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than 4/32 (1/8) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than 2/32 (1/16) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated

with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.

2. The month and year of manufacture.

3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History–New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.

14-90.008 Standards for Accessible Buses.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, Repealed 8-7-05.

14-90.009 Bus Safety Inspections.

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

(a) Understands the requirements set forth in this rule chapter and can identify defective components.

(b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

(c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

(a) Horn.

(b) Windshield wipers.

(c) Mirrors.

(d) Wiring and batteries.

(e) Service and parking brakes.

(f) Warning devices.

(g) Directional signals.

(h) Hazard warning signals.

(i) Lighting systems and signaling devices.

(j) Handrails and stanchions.

(k) Standee line and warning.

(l) Doors and brake interlock devices.

(m) Stepwells and flooring.
(n) Emergency exits
(o) Tires and wheels.
(p) Suspension system.
(q) Steering system.
(r) Exhaust system.
(s) Seat belts.
(t) Safety equipment.
(u) Equipment for transporting wheelchairs.
(v) Working speedometer.
(4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:
(a) Identification of the individual(s) performing the inspection.
(b) Identification of the bus transit system operating the bus.
(c) The date of the inspection.
(d) Identification of the bus inspected.
(e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
(f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).
(5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History–New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.

14-90.010 Certification.
(1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:
(a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.
(b) Compliance with its adopted SSPP and SPP.
(c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.
(d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.
(2) The certification shall include:
(a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.
(b) A statement signed by an officer or person directly responsible for management of the bus transit system attesting to compliance with this rule chapter.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History–New 9-7-87, Amended 8-7-05, 9-16-10.

14-90.011 Inspection of Buses by Law Enforcement Officers.

Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2), 316.610 FS. History–New 9-7-87, Repealed 8-7-05.

14-90.012 Safety and Security Inspections and Reviews.
(1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.
(2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is

evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

(a) Identification of the findings, including a detailed description of any deficiency.

(b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.

(c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

1. The required corrective action for the deficiency or unsafe condition.

2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History–New 11-10-92, Amended 8-7-05, 9-16-10.

CITY OF OCALA
PUBLIC TRANSPORTATION SAFETY PLAN
PTASP 2026 UPDATE

RATP DEV USA

LYTX

A true safety and productivity powerhouse

See how our state-of-the-art fleet dash cams power our advanced solutions.

Accurately identify risk

Our DriveCam® cameras do more than simply capture video. They are engineered with award-winning machine vision and artificial intelligence (MV+AI) technology to accurately identify and categorize driving risk as it occurs.





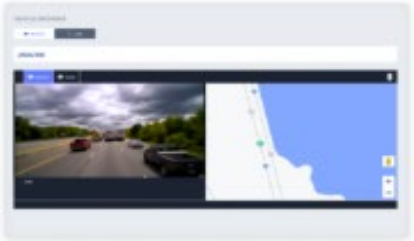
Detect and deter distracted driving

With MV+AI, our intelligent devices are designed to proactively target risky driving behaviors and alert[1] drivers to help them self-correct unsafe behaviors in the moment. Through alerting, drivers are empowered to make better choices behind the wheel, before an accident occurs.

Understand what's happening

Beyond powerful safety features, our DriveCam cameras unlock an invaluable bird's eye view into what is truly happening in and around fleet vehicles in near real-time*. It's the critical context operations' managers need to make informed decisions, beyond simple dots on a map.





Access the answers you need

With up to 400* hours of reliable, continual video recording, fleet managers can rest assured knowing video footage is accessible if, when, and where they need it. It's an added layer of visibility into exactly what happened, and the evidence needed to exonerate drivers or settle claims more quickly.

Sample information form LYTX for RATP Dev – Ocala

DEVICE	EVENT DATE	SCORE	STATUS	TRIGGER	BEHAVIORS
QM00581883	May 19, 2025, 7:45:57 AM **CST**	0	New	Braking	
QM00579400	May 17, 2025, 6:55:53 PM **CST**	0	Resolved	Braking	
QM00581883	May 17, 2025, 10:36:30 AM **CST**	3	Face-To-Face	Braking	Other Distraction
QM00581883	May 17, 2025, 9:29:17 AM **CST**	0	Resolved	Other	
QM00568133	May 16, 2025, 1:45:31 PM **CST**	0	Resolved	Braking	
QM00579400	May 16, 2025, 8:05:14 AM **CST**	0	Resolved	Driver Tagged	Driver Tagged
QM00581709	May 16, 2025, 8:03:15 AM **CST**	0	Resolved	Braking	
QM00579502	May 15, 2025, 10:26:29 AM **CST**	0	Resolved	Braking	
QM40108309	May 15, 2025, 9:59:12 AM **CST**	0	Resolved	Braking	
QM00579420	May 14, 2025, 3:11:04 PM **CST**	0	Resolved	Other	

Monday. Com

Monday.com is used for project management, allow us to track progress on minimizing safety risks, setting goals, and to make improvements to safety processes and procedures.

Introduction to monday.com

3 min read

Welcome to monday.com - the Work OS that provides you with all of the no-code building blocks so you can shape your workflows, your way. Here, you can run every aspect of your work by layering industry-specific products on top of the Work OS. Combine building blocks, like apps and integrations, to customize anything you need to improve the way your business runs. Let's take a look at what makes monday.com Work OS so unique.

Your workflows your way

monday.com offers 3 end-to-end products to choose from to run the core of your business. Our products are dedicated solutions built on top of our Work OS and designed to answer the needs of specific industries and verticals. You can add as many products to your account as you need so your team can manage anything and everything in one place.

Sample project list from Monday. Com for RATP Dev- Ocala

Table Calendar

New item | Search

Past Dates 7 items

		Group	Board	People	Date	Status
Realign training program: order supplies		Location	Subitems of OOC - Safety ...	ES	Mar 3	Done
Implement findings from GM's biweekly ride alongs		Location	Subitems of OOC - Safety ...	ES	Mar 3	Done
Assign training to a certified instructor		Location	Subitems of OOC - Safety ...	ES	Mar 3	Done
Implement close coaching with Operators managers		Location	Subitems of OOC - Safety ...	ES	Mar 3	Done
Implement daily TED Safety talks on Intersections with Operators		Location	Subitems of OOC - Safety ...	ES	Mar 22	Done
Retrain all operators with light book		Location	Subitems of OOC - Safety ...	ES	Apr 19	Done
Operators re-complete baseline training		Location	Subitems of OOC - Safety ...	ES	Apr 30	Done

+ Add risk

This content is from the eCFR and is authoritative but unofficial.

Title 49 —Transportation
Subtitle B —Other Regulations Relating to Transportation
Chapter VI —Federal Transit Administration, Department of Transportation
Part 673 —Public Transportation Agency Safety Plans
Subpart B —Safety Plans

Authority: 49 U.S.C. 5329, 5334; 49 CFR 1.91.
Source: 89 FR 25738, Apr. 11, 2024, unless otherwise noted.

§ 673.11 General requirements.

(a) A transit agency or State must establish a Public Transportation Agency Safety Plan that meets the requirements of this part and, at a minimum, consists of the following elements:

(1) The Public Transportation Agency Safety Plan, and subsequent updates, must be signed by the Accountable Executive and approved by—

(i) For a large urbanized area provider, the Safety Committee established pursuant to § 673.19, followed by the transit agency's Board of Directors or an equivalent entity; or

(ii) For all other transit agencies, the transit agency's Board of Directors or an equivalent entity.

(2) The Public Transportation Agency Safety Plan must document the processes and activities related to Safety Management System (SMS) implementation, as required under subpart D of this part.

(3) The Public Transportation Agency Safety Plan must include annual safety performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. Safety performance targets for the safety risk reduction program are only required for large urbanized area providers.

(4) The Public Transportation Agency Safety Plan must address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Compliance with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C) is not required until standards have been established through the public notice and comment process.

(5) Each transit agency must establish a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.

(6) A rail transit agency must include or incorporate by reference in its Public Transportation Agency Safety Plan:

(i) An emergency preparedness and response plan or procedures that addresses, at a minimum, the assignment of transit worker responsibilities during an emergency; and coordination with Federal, State, regional, and local officials with roles and responsibilities for emergency preparedness and response in the transit agency's service area;

(ii) Any policies and procedures regarding rail transit workers on the roadway the rail transit agency has issued; and

(iii) The transit agency's policies and procedures developed in consultation with the State Safety Oversight Agency to provide access and required data for the State Safety Oversight Agency's risk-based inspection program.

(7) The Public Transportation Agency Safety Plan of each large urbanized area provider must include a safety risk reduction program for transit operations to improve safety performance by reducing the number and rates of safety events, injuries, and assaults on transit workers. The safety risk reduction program must, at a minimum:

(i) Address the reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles that includes safety risk mitigations consistent with § 673.25(d)(3);

(ii) Address the reduction and mitigation of assaults on transit workers that includes safety risk mitigations consistent with § 673.25(d)(4);

(iii) Include the safety performance targets set by the Safety Committee pursuant to § 673.19(d)(2) for the safety risk reduction program performance measures established in the National Public Transportation Safety Plan. These targets must be set—

(A) Based on a three-year rolling average of the data submitted by the large urbanized area provider to the National Transit Database (NTD);

(B) For all modes of public transportation; and

(C) Based on the level of detail the large urbanized area provider is required to report to the NTD. The Safety Committee is not required to set a target for a performance measure until the large urbanized area provider has been required to report three years of data to the NTD corresponding to such performance measure.

(iv) Include or incorporate by reference the safety risk mitigations identified and recommended by the Safety Committee as described in § 673.25(d)(5).

(b) A transit agency may develop one Public Transportation Agency Safety Plan for all modes of service or may develop a Public Transportation Agency Safety Plan for each mode of service not subject to safety regulation by another Federal entity.

(c) A transit agency must maintain its Public Transportation Agency Safety Plan in accordance with the recordkeeping requirements in subpart E of this part.

(d) A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that transit agency notifies the State that it will draft its own plan. In each instance, the transit agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State. The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

(e) Agencies that operate passenger ferries regulated by the United States Coast Guard (USCG) or rail fixed guideway public transportation service regulated by the Federal Railroad Administration (FRA) are not required to develop Public Transportation Agency Safety Plans for those modes of service.

File #: BR-2026-148 Agenda Item #: 6b.

Submitted By: Lafayetta Hodges / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Budget Resolution 2026-148 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Bureau of Justice Assistance to reimburse expenses relating to the Bulletproof Vest Partnership Program funds in the amount of $22,854

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative that provides a critical resource to state and local law enforcement. Bulletproof vests have a five-year life span. Grants are available from the U.S. Department of Justice to assist agencies with 50 percent of the funding to replace expired vests and to purchase new bulletproof vests.

FINDINGS AND CONCLUSIONS:
On May 22, 2026, the Ocala Police Department was notified that the Bureau of Justice Assistance approved funding for the Fiscal Year 2025 Bulletproof Vest Partnership (BVP) in the amount of $22,854. This grant will allow the agency to purchase new bulletproof vests. A required 50 percent match of $22,854 is budgeted for Fiscal Year 2025-26.

FISCAL IMPACT:
$22,854 is required for the 50 percent match of the grant from account 001-018-822-521-52-52010. MUNIS Contract # 260789.

Source:

001-331-000-000-09-33004	BJA Bulletproof Vest Program	$22,854

Use:

001-060-891-521-52-52010	Operating	$22,854

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-148

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE PURCHASE OF BULLETPROOF VESTS TOTALING $22,854

WHEREAS, the safety and protection of law enforcement officers is of utmost importance to the City of Ocala; and

WHEREAS, bulletproof vests have a limited five-year lifespan, and grants are available to assist agencies with funding to replace and purchase new vests for law enforcement officers; and

WHEREAS, on May 22, 2026, the Ocala Police Department received award notification through the Bulletproof Vest Program, funded by the Bureau of Justice, Office of Justice Programs, and U.S. Department of Justice for the purchase of bulletproof vests effective upon execution through August 31, 2027; and

WHEREAS, the Ocala Police Department's budget includes funding for the required 50% grant match.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-2026 budget be amended as outlined below to accept and appropriate a grant totaling $22,854 from the U.S. Department of Justice to purchase bulletproof vests.

SOURCE:

001-331-000-000-09-33004	BJA Bulletproof Vest Program	$22,854

USE:

001-060-891-521-52-52010	Operating	$22,854

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Outlook

[EXTERNAL] Fw: BJA FY 2025 BVP Funding Award Notice

From Catherine Larson <CLarson@ocalafl.gov>
Date Fri 5/22/2026 5:14 PM
To Misty Davis <madavis@ocalafl.gov>; Lafayetta Hodges <lhodges@ocalapd.gov>

This Message Is From an External Sender
This message came from outside your organization.

Get Outlook for iOS

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, May 22, 2026 4:29:59 PM
To: Catherine Larson <clarson@ocalafl.org>
Subject: BJA FY 2025 BVP Funding Award Notice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

BJA

NEWS from BJA

OFFICE OF JUSTICE PROGRAMS • BUREAU OF JUSTICE ASSISTANCE

Dear Applicant,

The Office of Justice Programs' Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the fiscal year (FY) 2025 Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP System. A complete list of FY 2025 BVP awards is available online here: https://bja.ojp.gov/funding/fy25-bvp-awards.pdf.

Important: Jurisdictions *must* be registered and include updated banking information in the System for Award Management (SAM) to receive reimbursement.

For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://sam.gov/content/help.

The FY 2025 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2025. The deadline to request payments from the FY 2025 award is August 31, 2027 or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, a written mandatory wear policy for uniformed patrol officers must have been in place at the time of application.

The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the BVP FAQs. Detailed instructions on the process for requesting a waiver and the documentation required can be found in the Submitting Payment Requests in BVP User Guide.

Please contact the BVP Help Desk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the BVP website for additional information regarding the BVP Program.

Sincerely,

BVP Program Support Team
Bureau of Justice Assistance

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GOVDELIVERY

FY 2025 BVP Awards		
State	**Jurisdiction Name**	**Award Amount**
AK	HOMER CITY	$3,872.71
AK	JUNEAU CITY AND BOROUGH	$21,714.93
AK	KENAI CITY	$5,215.91
AK	NORTH SLOPE BOROUGH	$7,008.99
AK	PALMER CITY	$2,713.16
AK	SEWARD CITY	$3,848.25
AK	SITKA CITY AND BOROUGH	$3,172.27
AK	SOLDOTNA CITY	$1,295.23
AK	WASILLA CITY	$11,923.12
	Totals for AK(9 Jurisdictions):	**$60,764.57**
AL	ALABASTER CITY	$4,405.65
AL	ALBERTVILLE CITY	$7,847.79
AL	ALEXANDER CITY	$4,932.59
AL	ANNISTON CITY	$5,390.32
AL	ARAB CITY	$5,537.05
AL	ATHENS CITY	$11,760.33
AL	BAY MINETTE CITY	$3,045.38
AL	CALERA CITY	$3,922.31
AL	CHICKASAW CITY	$9,215.73
AL	COTTONWOOD TOWN	$438.35
AL	CULLMAN CITY	$10,797.25
AL	CULLMAN COUNTY	$5,121.50
AL	DALEVILLE CITY	$4,794.17
AL	DAPHNE CITY	$9,565.26
AL	DAUPHIN ISLAND TOWN	$1,586.88
AL	DE KALB COUNTY	$5,803.02
AL	DECATUR CITY	$9,957.47
AL	DOTHAN CITY	$31,007.48
AL	ENTERPRISE CITY	$4,202.63
AL	FAIRHOPE CITY	$4,614.21
AL	FLORENCE CITY	$9,874.34
AL	FOLEY CITY	$8,295.20
AL	FORT PAYNE CITY	$5,787.98
AL	GADSDEN CITY	$10,538.39
AL	GARDENDALE CITY	$8,305.58
AL	GILBER TOWN TOWN	$2,768.53
AL	GORDO TOWN	$457.60
AL	GUNTERSVILLE CITY	$3,774.89
AL	HARTSELLE CITY	$2,857.71
AL	HELENA CITY	$2,399.39
AL	HOOVER CITY	$24,879.81
AL	HUEYTOWN CITY	$4,677.52
AL	JACKSONVILLE CITY	$4,102.04
AL	JEMISON TOWN	$5,707.04
AL	MADISON CITY	$9,136.14
AL	MONTEVALLO CITY	$3,691.37

State	Jurisdiction Name	Award Amount
AL	MOUNTAIN BROOK CITY	$3,691.37
AL	NORTHPORT CITY	$5,945.41
AL	ONEONTA CITY	$2,237.90
AL	OPELIKA CITY	$21,829.82
AL	PELHAM CITY	$8,691.79
AL	PHENIX CITY	$5,355.25
AL	PRATTVILLE CITY	$2,451.53
AL	RAINBOW CITY	$4,999.50
AL	SARALAND CITY	$2,691.01
AL	SPANISH FORT CITY	$3,225.34
AL	TALLAPOOSA COUNTY	$1,681.88
AL	THOMASVILLE CITY	$3,857.94
AL	TRUSSVILLE CITY	$3,589.86
AL	VESTAVIA HILLS CITY	$15,734.45
AL	WETUMPKA CITY	$5,398.49
	Totals for AL(51 Jurisdictions):	**$342,580.44**
AR	ALMA CITY	$3,342.31
AR	BENTON CITY	$15,011.70
AR	BENTONVILLE CITY	$39,499.93
AR	BERRYVILLE CITY	$993.93
AR	BRYANT CITY	$11,560.41
AR	CASH TOWN	$1,245.84
AR	CONWAY CITY	$19,272.47
AR	CRITTENDEN COUNTY	$8,437.00
AR	DARDANELLE SCH DIST	$1,796.47
AR	EL DORADO CITY	$7,621.48
AR	ENGLAND CITY	$3,354.01
AR	ETOWAH TOWN	$962.53
AR	FORREST CITY	$3,900.51
AR	FORT SMITH CITY	$36,852.56
AR	GASSVILLE CITY	$1,085.11
AR	GENTRY CITY	$2,526.15
AR	GRAVETTE CITY	$2,206.72
AR	GREENWOOD CITY	$2,137.12
AR	HARRISON CITY	$20,545.50
AR	HEBER SPRINGS CITY	$3,185.05
AR	HOPE CITY	$5,205.25
AR	HOT SPRINGS CITY	$19,354.07
AR	INDEPENDENCE COUNTY	$7,076.46
AR	JACKSONVILLE CITY	$14,627.62
AR	JONESBORO CITY	$42,358.43
AR	LAKEVIEW CITY	$1,354.85
AR	LOGAN COUNTY	$3,449.20
AR	LONOKE COUNTY	$12,753.49
AR	MAGNOLIA CITY	$1,752.48
AR	MARKED TREE CITY	$1,487.37
AR	MONTGOMERY COUNTY	$5,551.65
AR	MOUNTAIN HOME CITY	$4,556.08

State	Jurisdiction Name	Award Amount
AR	MOUNTAIN VIEW CITY	$2,775.91
AR	NORTH LITTLE ROCK CITY	$24,916.73
AR	OZARK CITY	$910.19
AR	PINE BLUFF CITY	$12,237.36
AR	POLK COUNTY	$461.60
AR	POTTSVILLE CITY	$3,839.86
AR	ROGERS CITY	$16,031.61
AR	RUSSELVILLE CITY	$7,187.10
AR	SHANNON HILLS CITY	$4,614.21
AR	SHERIDAN CITY	$8,305.58
AR	SHERWOOD CITY	$13,904.92
AR	SPRINGDALE CITY	$38,708.48
AR	TRUMANN CITY	$830.56
AR	VAN BUREN CITY	$13,357.79
AR	WEST MEMPHIS CITY	$13,093.19
	Totals for AR(47 Jurisdictions):	**$466,238.84**
AZ	APACHE JUNCTION CITY	$11,333.62
AZ	AVONDALE CITY	$12,366.08
AZ	BUCKEYE TOWN	$16,149.73
AZ	BULLHEAD CITY	$9,256.48
AZ	CASA GRANDE CITY	$6,459.90
AZ	CHINO VALLEY TOWN	$6,959.50
AZ	CLARKDALE TOWN	$2,353.25
AZ	COOLIDGE CITY	$5,948.71
AZ	DOUGLAS CITY	$10,295.09
AZ	ELOY CITY	$6,087.82
AZ	FLAGSTAFF CITY	$17,214.36
AZ	FLORENCE TOWN	$3,529.40
AZ	GRAHAM COUNTY	$16,144.68
AZ	KINGMAN CITY	$17,995.42
AZ	LAKE HAVASU CITY	$20,424.35
AZ	MARANA TOWN	$20,825.10
AZ	MARICOPA CITY	$23,539.85
AZ	NOGALES CITY	$10,918.00
AZ	ORO VALLEY TOWN	$17,873.75
AZ	PAGE CITY	$3,974.57
AZ	PAYSON TOWN	$5,156.38
AZ	PINETOP-LAKESIDE TOWN	$805.04
AZ	PRESCOTT CITY	$13,286.74
AZ	PRESCOTT VALLEY TOWN	$27,131.55
AZ	SAHUARITA TOWN	$20,569.48
AZ	SANTA CRUZ COUNTY	$10,072.13
AZ	SIERRA VISTA CITY	$12,004.38
AZ	SPRINGERVILLE TOWN	$3,691.37
AZ	TOMBSTONE CITY	$1,713.68
AZ	TONTO APACHE TRIBE	$1,848.00
AZ	WICKENBURG TOWN	$2,799.28
AZ	WILLIAMS CITY	$5,257.46

State	Jurisdiction Name	Award Amount
	Totals for AZ(32 Jurisdictions):	**$343,985.15**
CA	ALBANY CITY	$2,016.41
CA	AMADOR COUNTY	$12,900.35
CA	ANDERSON CITY	$5,298.56
CA	ARCADIA CITY	$7,151.05
CA	BANNING CITY	$4,678.81
CA	BEAUMONT CITY	$4,227.41
CA	BELMONT CITY	$4,109.92
CA	BEVERLY HILLS CITY	$11,475.48
CA	BUENA PARK CITY	$13,333.96
CA	BURLINGAME CITY	$5,300.45
CA	CALAVERAS COUNTY	$19,680.40
CA	CALIFORNIA CITY	$2,531.54
CA	CAMPBELL CITY	$3,115.98
CA	CERES CITY	$8,713.01
CA	CHOWCHILLA CITY	$9,043.82
CA	CITRUS HEIGHTS CITY	$6,657.26
CA	CLAREMONT CITY	$4,788.40
CA	CLAYTON CITY	$1,539.79
CA	COALINGA CITY	$2,302.49
CA	COLTON CITY	$14,926.99
CA	CORCORAN CITY	$8,585.80
CA	CORONADO CITY	$5,902.54
CA	COVINA CITY	$5,246.36
CA	CULVER CITY	$12,596.45
CA	CYPRESS CITY	$3,964.90
CA	DAVIS CITY	$2,972.48
CA	DEL REY OAKS CITY	$1,947.32
CA	DELANO CITY	$2,174.24
CA	DESERT HOT SPRINGS CITY	$3,498.22
CA	DINUBA CITY	$3,630.10
CA	EL CENTRO CITY	$4,207.08
CA	EL CERRITO CITY	$3,114.60
CA	EL PASO DE ROBLES CITY	$5,663.95
CA	ESCALON CITY	$3,283.54
CA	ETNA CITY	$1,666.66
CA	EUREKA CITY	$5,537.00
CA	FOLSOM CITY	$14,677.74
CA	FORT BRAGG CITY	$1,169.71
CA	FOSTER CITY	$7,651.13
CA	GALT CITY	$2,346.76
CA	GARDENA CITY	$10,179.03
CA	GILROY CITY	$12,156.51
CA	GLENDORA CITY	$8,909.07
CA	GREENFIELD CITY	$3,719.06
CA	GRIDLEY CITY	$4,429.64
CA	GUSTINE CITY	$6,068.79
CA	HAWTHORNE CITY	$17,171.78

State	Jurisdiction Name	Award Amount
CA	HEMET CITY	$6,219.58
CA	HUNTINGTON PARK CITY	$7,956.47
CA	HURON CITY	$7,844.16
CA	INDIO CITY	$6,442.91
CA	KERMAN CITY	$3,947.35
CA	KINGSBURG CITY	$420.01
CA	LA HABRA CITY	$4,604.87
CA	LA MESA CITY	$8,997.71
CA	LAKE COUNTY	$9,176.19
CA	LAKE SHASTINA CMTY SERVICES	$438.35
CA	LAKEPORT CITY	$3,074.01
CA	LARKSPUR CITY	$5,537.05
CA	LASSEN COUNTY	$9,694.56
CA	LEMOORE CITY	$2,352.16
CA	LIVERMORE CITY	$17,653.84
CA	LIVINGSTON CITY	$8,149.16
CA	LOMPOC CITY	$5,871.01
CA	LOS ALAMITOS CITY	$6,650.62
CA	LOS GATOS TOWN	$7,061.07
CA	MANTECA CITY	$14,867.51
CA	MARIPOSA COUNTY	$22,326.92
CA	MENDOCINO COUNTY	$8,028.26
CA	MENDOTA CITY	$3,026.45
CA	MENLO PARK CITY	$6,415.19
CA	MERCED CITY	$30,915.20
CA	MILPITAS CITY	$7,040.28
CA	MONO COUNTY	$9,244.89
CA	MONROVIA CITY	$8,259.98
CA	MONTCLAIR CITY	$5,521.08
CA	MONTEBELLO CITY	$7,294.72
CA	MONTEBELLO UNI SCH DIST	$1,230.04
CA	MORGAN HILL CITY	$12,560.91
CA	MORRO BAY CITY	$2,272.25
CA	MOUNTAIN VIEW CITY	$14,500.19
CA	NAPA CITY	$5,835.86
CA	NATIONAL CITY	$9,868.57
CA	NEWARK CITY	$8,468.14
CA	NEWMAN CITY	$2,380.47
CA	NEWPORT BEACH CITY	$27,673.09
CA	OROVILLE CITY	$2,167.48
CA	PALM SPRINGS CITY	$16,279.11
CA	PECHANGA BAND OF MISSION INDIANS	$5,813.91
CA	PETALUMA CITY	$5,271.97
CA	PIEDMONT CITY	$3,795.49
CA	PITTSBURG CITY	$13,164.96
CA	PLACENTIA CITY	$3,788.75
CA	PLACERVILLE CITY	$3,530.28
CA	PLEASANT HILL CITY	$3,594.47

State	Jurisdiction Name	Award Amount
CA	PLUMAS COUNTY	$6,092.35
CA	RED BLUFF CITY	$8,272.36
CA	REDDING CITY	$15,401.21
CA	REDLANDS CITY	$1,939.75
CA	REDONDO BEACH CITY	$7,929.13
CA	RIPON CITY	$1,913.02
CA	ROCKLIN CITY	$16,590.53
CA	ROHNERT PARK CITY	$20,706.42
CA	SAN FERNANDO CITY	$16,611.15
CA	SAN LEANDRO CITY	$30,122.49
CA	SAN LUIS OBISPO CITY	$5,819.17
CA	SAN MARINO CITY	$6,477.39
CA	SAN RAFAEL CITY	$14,063.29
CA	SANGER CITY	$6,220.78
CA	SANTA BARBARA CITY	$1,220.46
CA	SANTA CRUZ CITY	$23,687.06
CA	SANTA FE SPRINGS CITY	$4,201.97
CA	SANTA MONICA CITY	$63,937.24
CA	SANTA PAULA CITY	$4,583.95
CA	SEAL BEACH CITY	$5,072.87
CA	SIGNAL HILL CITY	$5,592.42
CA	SISKIYOU COUNTY	$8,880.72
CA	SOUTH PASADENA CITY	$5,539.25
CA	SUSANVILLE CITY	$4,960.28
CA	SUTTER COUNTY	$8,844.35
CA	TAFT CITY	$4,413.31
CA	TEHAMA COUNTY	$11,226.95
CA	TRUCKEE TOWN	$7,176.95
CA	TUOLUMNE COUNTY	$20,753.06
CA	TURLOCK CITY	$17,542.65
CA	TUSTIN CITY	$8,066.90
CA	UPLAND CITY	$10,417.59
CA	WATSONVILLE CITY	$7,855.26
CA	WEST SACRAMENTO CITY	$11,629.05
CA	WHEATLAND CITY	$2,551.66
CA	WHITTIER CITY	$13,693.39
CA	WILLITS CITY	$2,766.17
CA	YUBA CITY	$7,288.60
CA	YUBA COUNTY	$19,452.97
	Totals for CA(134 Jurisdictions):	**$1,133,004.16**
CO	ALAMOSA CITY	$4,145.41
CO	ARCHULETA COUNTY	$7,152.03
CO	AVON TOWN	$5,454.00
CO	BASALT TOWN	$941.88
CO	BLACK HAWK CITY	$5,368.17
CO	BRIGHTON CITY	$11,535.52
CO	BROOMFIELD CITY	$15,688.31
CO	CANON CITY CITY	$2,180.22

State	Jurisdiction Name	Award Amount
CO	CASTLE ROCK TOWN	$22,148.20
CO	CORTEZ CITY	$4,173.09
CO	CRESTED BUTTE CITY	$1,523.20
CO	CRIPPLE CREEK CITY	$3,093.83
CO	CUSTER COUNTY	$6,675.38
CO	DILLON TOWN	$5,167.92
CO	DURANGO CITY	$7,630.06
CO	EAGLE COUNTY	$21,551.08
CO	EAGLE TOWN	$2,200.06
CO	ELBERT COUNTY	$8,351.72
CO	ELIZABETH TOWN	$6,482.04
CO	ENGLEWOOD CITY	$8,589.35
CO	ESTES PARK TOWN	$7,352.51
CO	FIRESTONE TOWN	$7,327.37
CO	FORT MORGAN CITY	$3,183.81
CO	FOUNTAIN CITY	$15,697.54
CO	FRISCO TOWN	$3,253.02
CO	GARFIELD COUNTY	$9,228.42
CO	GOLDEN CITY	$8,159.84
CO	GRANBY TOWN	$1,845.69
CO	GRAND COUNTY	$10,680.89
CO	GRAND JUNCTION CITY	$10,520.40
CO	LAFAYETTE CITY	$13,761.97
CO	LAKESIDE TOWN	$8,300.94
CO	LEADVILLE CITY	$1,089.88
CO	LITTLETON CITY	$6,344.54
CO	LOGAN COUNTY	$3,183.81
CO	LONE TREE CITY	$12,919.79
CO	LOUISVILLE CITY	$8,181.56
CO	MANITOU SPRINGS CITY	$6,009.09
CO	MILLIKEN TOWN	$3,114.60
CO	MONTEZUMA COUNTY	$4,152.79
CO	MONTROSE CITY	$8,288.97
CO	MORGAN COUNTY	$9,228.42
CO	NORTHGLENN CITY	$13,251.23
CO	RANGELY TOWN	$739.51
CO	ROCKY FORD CITY	$553.71
CO	ROUTT COUNTY	$6,119.88
CO	STEAMBOAT SPRINGS CITY	$4,979.66
CO	SUMMIT COUNTY	$16,384.13
CO	TELLER COUNTY	$22,148.20
CO	TELLURIDE TOWN	$545.06
CO	WHEAT RIDGE CITY	$6,979.59
CO	WRAY CITY	$1,042.82
CO	YUMA COUNTY	$792.19
	Totals for CO(53 Jurisdictions):	**$385,413.30**
CT	ANSONIA CITY	$10,912.61
CT	AVON TOWN	$2,563.94

State	Jurisdiction Name	Award Amount
CT	BEACON FALLS TOWN	$475.27
CT	BERLIN TOWN	$17,344.81
CT	BETHEL TOWN	$7,073.59
CT	BLOOMFIELD CITY	$5,537.05
CT	BRISTOL CITY	$5,848.51
CT	COVENTRY TOWN	$1,845.69
CT	CROMWELL TOWN	$6,782.89
CT	DARIEN TOWN	$5,878.51
CT	DERBY CITY	$3,226.72
CT	EAST HAMPTON TOWN	$3,311.44
CT	EAST HAVEN TOWN	$20,558.61
CT	EAST LYME TOWN	$4,383.50
CT	EASTON TOWN	$3,017.70
CT	FAIRFIELD TOWN	$7,128.96
CT	FARMINGTON TOWN	$7,364.74
CT	GLASTONBURY TOWN	$9,663.54
CT	GREENWICH TOWN	$19,843.41
CT	GROTON CITY	$4,485.02
CT	GROTON TOWN	$6,459.90
CT	GUILFORD TOWN	$6,014.99
CT	HAMDEN TOWN	$13,482.72
CT	MADISON TOWN	$2,376.32
CT	MANCHESTER TOWN	$13,023.95
CT	MERIDEN CITY	$20,081.04
CT	MIDDLEBURY TOWN	$2,678.55
CT	MILFORD CITY	$8,760.54
CT	MONROE TOWN	$4,925.21
CT	NAUGATUCK BOROUGH	$7,382.74
CT	NEW BRITAIN CITY	$8,767.00
CT	NEW CANAAN TOWN	$15,209.36
CT	NEW LONDON CITY	$13,842.63
CT	NEWINGTON TOWN	$14,299.37
CT	NORWALK CITY	$18,456.84
CT	NORWICH CITY	$12,721.84
CT	NEW MILFORD	$3,229.95
CT	NEWTOWN	$9,082.61
CT	PLAINFIELD TOWN	$8,312.22
CT	PLAINVILLE TOWN	$4,614.21
CT	PLYMOUTH TOWN	$2,874.43
CT	RIDGEFIELD TOWN	$6,409.83
CT	SEYMOUR TOWN	$8,167.15
CT	SIMSBURY TOWN	$14,903.90
CT	SOUTH WINDSOR TOWN	$3,988.99
CT	SOUTHBURY TOWN	$5,638.57
CT	SOUTHINGTON TOWN	$19,061.18
CT	SUFFIELD TOWN	$8,388.17
CT	TRUMBULL TOWN	$10,944.91
CT	WATERFORD TOWN	$6,427.60

State	Jurisdiction Name	Award Amount
CT	WATERTOWN TOWN	$4,812.95
CT	WEST HARTFORD TOWN	$5,444.77
CT	WEST HAVEN CITY	$14,161.01
CT	WESTPORT TOWN	$9,228.42
CT	WETHERSFIELD TOWN	$1,522.69
CT	WILTON TOWN	$7,965.97
CT	WINDHAM TOWN	$13,842.63
CT	WOODBRIDGE TOWN	$2,768.53
	Totals for CT(58 Jurisdictions):	**$487,520.20**
DE	BETHANY BEACH TOWN	$4,152.79
DE	CHESWOLD TOWN	$1,384.27
DE	CLAYTON TOWN	$3,269.17
DE	DELAWARE RIVER AND BAY AUTHORITY	$7,654.13
DE	ELSMERE TOWN	$1,854.92
DE	GREENWOOD TOWN	$432.18
DE	LAUREL TOWN	$5,125.24
DE	MIDDLETOWN TOWN	$12,383.62
DE	MILFORD CITY	$2,729.77
DE	MILLSBORO TOWN	$2,371.71
DE	NEW CASTLE CITY	$2,057.68
DE	NEWARK CITY	$11,074.10
DE	REHOBOTH BEACH CITY	$1,191.17
DE	SEAFORD CITY	$2,314.03
DE	SMYRNA TOWN	$3,391.45
DE	WILMINGTON CITY	$31,877.77
	Totals for DE(16 Jurisdictions):	**$93,264.00**
FL	ALTAMONTE SPRINGS CITY	$11,906.21
FL	APOPKA CITY	$8,121.01
FL	ATLANTIC BEACH CITY	$5,364.40
FL	ATLANTIS CITY	$1,271.68
FL	AUBURNDALE CITY	$7,613.45
FL	BAKER COUNTY	$11,422.48
FL	BELLEAIR TOWN	$3,366.53
FL	BELLEVIEW CITY	$6,914.40
FL	BLOUNTSTOWN CITY	$2,310.80
FL	BOYNTON BEACH CITY	$22,608.44
FL	BRADENTON CITY	$17,791.84
FL	BRADFORD COUNTY	$3,149.48
FL	CASSELBERRY CITY	$4,843.59
FL	CHIPLEY CITY	$1,703.31
FL	CLERMONT CITY	$13,704.20
FL	CLEWISTON CITY	$3,229.95
FL	COCOA CITY	$12,901.33
FL	COCONUT CREEK CITY	$22,794.19
FL	COLUMBIA COUNTY	$4,588.40
FL	DADE CITY	$17,874.52
FL	DAYTONA BEACH CITY	$27,059.57
FL	DAYTONA BEACH SHORES CITY	$5,464.61

State	Jurisdiction Name	Award Amount
FL	DE FUNIAK SPRINGS CITY	$4,630.23
FL	DEERFIELD BEACH CITY	$80,730.19
FL	DELAND CITY	$6,277.63
FL	DELRAY BEACH CITY	$67,374.41
FL	DESOTO COUNTY	$2,798.06
FL	EDGEWATER CITY	$2,741.62
FL	EDGEWOOD CITY	$1,335.82
FL	FLAGLER BEACH CITY	$2,204.64
FL	FLORIDA CITY	$7,255.85
FL	FORT MYERS CITY	$20,154.87
FL	FORT WALTON BEACH CITY	$4,258.27
FL	FT PIERCE CITY	$15,226.89
FL	GREEN COVE SPRINGS CITY	$4,973.24
FL	GROVELAND CITY	$4,329.53
FL	GULF STREAM TOWN	$851.05
FL	HAVANA TOWN	$5,906.19
FL	HOLMES BEACH CITY	$3,460.66
FL	INDIALANTIC CITY	$653.54
FL	INDIAN HARBOUR BEACH CITY	$2,644.13
FL	JACKSONVILLE AVIATION AUTHORITY	$16,149.73
FL	JACKSONVILLE BEACH CITY	$27,505.32
FL	JUNO BEACH TOWN	$1,986.42
FL	JUPITER TOWN	$9,216.98
FL	KEY WEST CITY	$16,593.04
FL	KISSIMMEE CITY	$24,215.37
FL	LADY LAKE TOWN	$4,360.43
FL	LAKE CITY	$2,990.93
FL	LAKE MARY CITY	$13,295.20
FL	LARGO CITY	$13,178.18
FL	LAUDERHILL CITY	$26,577.84
FL	LEESBURG CITY	$10,508.86
FL	LIGHTHOUSE POINT CITY	$2,335.83
FL	LONGWOOD CITY	$1,496.83
FL	LYNN HAVEN CITY	$5,998.48
FL	MAITLAND CITY	$10,151.26
FL	MARGATE CITY	$27,918.41
FL	MARIANNA CITY	$1,811.08
FL	MELBOURNE CITY	$21,949.80
FL	MICCOSUKEE TRIBE	$3,322.23
FL	MILTON CITY	$5,274.89
FL	MOUNT DORA CITY	$9,777.05
FL	NAPLES CITY	$6,886.71
FL	NEW SMYRNA BEACH CITY	$4,680.64
FL	NORTH PORT CITY	$20,660.12
FL	OAKLAND TOWN	$2,076.40
FL	OCALA CITY	$22,854.18
FL	OKEECHOBEE COUNTY	$24,870.59
FL	ORANGE CITY	$3,599.09

State	Jurisdiction Name	Award Amount
FL	ORANGE PARK TOWN	$405.77
FL	ORMOND BEACH CITY	$18,164.30
FL	PALATKA CITY	$4,409.27
FL	PALM BEACH GARDENS CITY	$40,605.03
FL	PALM BEACH TOWN	$7,627.18
FL	PALMETTO CITY	$3,229.95
FL	PANAMA CITY	$8,645.37
FL	PANAMA CITY AIRPORT	$8,617.02
FL	PANAMA CITY BEACH CITY	$10,465.03
FL	PINECREST VILLAGE	$6,613.90
FL	PINELLAS PARK CITY	$19,933.38
FL	PLANT CITY	$4,983.35
FL	PLANTATION CITY	$27,569.90
FL	PONCE INLET TOWN	$1,506.08
FL	PORT ORANGE CITY	$6,327.63
FL	PORT RICHEY CITY	$2,613.95
FL	PUNTA GORDA CITY	$4,614.21
FL	PEMBROKE PARK CITY	$2,712.19
FL	ROCKLEDGE CITY	$12,740.76
FL	SANFORD CITY	$17,234.53
FL	SARASOTA CITY	$10,694.82
FL	SEBASTIAN CITY	$9,987.46
FL	SOUTH DAYTONA CITY	$7,765.81
FL	ST CLOUD CITY	$26,300.99
FL	STUART CITY	$7,798.02
FL	SUNRISE CITY	$22,976.55
FL	TARPON SPRINGS CITY	$5,425.62
FL	TAVARES CITY	$4,194.32
FL	TEMPLE TERRACE CITY	$6,012.32
FL	TITUSVILLE CITY	$12,273.80
FL	TREASURE ISLAND CITY	$5,678.48
FL	UMATILLA CITY	$1,788.47
FL	VENICE CITY	$4,061.62
FL	VERO BEACH CITY	$4,710.47
FL	WAKULLA COUNTY	$19,787.17
FL	WALTON COUNTY	$53,758.33
FL	WASHINGTON COUNTY	$4,684.10
FL	WAUCHULA CITY	$2,990.59
FL	WEST MELBOURNE CITY	$6,909.87
FL	WILDWOOD CITY	$3,691.37
FL	WILTON MANORS CITY	$2,553.14
FL	WINDERMERE TOWN	$5,836.79
FL	WINTER GARDEN CITY	$14,507.07
FL	WINTER HAVEN CITY	$10,981.82
FL	WINTER PARK CITY	$16,853.86
	Totals for FL(115 Jurisdictions):	**$1,277,294.76**
GA	ACWORTH CITY	$5,767.76
GA	ADAIRSVILLE CITY	$1,527.66

State	Jurisdiction Name	Award Amount
GA	ADEL CITY	$5,910.81
GA	ALMA CITY	$1,146.64
GA	ALPHARETTA CITY	$16,993.21
GA	ALTO TOWN	$1,845.69
GA	AMERICUS CITY	$4,275.90
GA	AVONDALE ESTATES CITY	$2,564.12
GA	BAINBRIDGE CITY	$11,362.49
GA	BALDWIN CITY	$2,157.15
GA	BANKS COUNTY	$4,614.21
GA	BRANTLEY COUNTY	$10,292.00
GA	BYRON CITY	$4,452.72
GA	CAMDEN COUNTY	$14,059.50
GA	CANDLER COUNTY	$3,022.31
GA	CANTON CITY	$4,048.97
GA	CATOOSA COUNTY	$10,741.88
GA	CEDARTOWN CITY	$4,425.03
GA	CHARLTON COUNTY	$5,449.38
GA	CHATSWORTH CITY	$11,285.43
GA	CLARKSTON CITY	$1,984.11
GA	CLAXTON CITY	$1,700.34
GA	CONYERS CITY	$7,798.02
GA	CORDELE CITY	$11,044.11
GA	CORNELIA CITY	$3,179.19
GA	CRISP COUNTY	$8,340.19
GA	DADE COUNTY	$3,552.95
GA	DALLAS CITY	$8,539.98
GA	DALTON CITY	$13,782.64
GA	DECATUR CITY	$18,579.11
GA	DECATUR COUNTY	$9,020.78
GA	DORAVILLE CITY	$4,649.18
GA	DOUGHERTY COUNTY	$19,527.34
GA	DOUGLAS CITY	$5,779.30
GA	DOUGLASVILLE CITY	$23,000.35
GA	DUBLIN CITY	$3,022.31
GA	DULUTH CITY	$6,644.46
GA	EAST ELLIJAY CITY	$2,014.11
GA	EAST POINT CITY	$6,046.46
GA	ECHOLS COUNTY	$4,606.83
GA	ELLIJAY CITY	$2,482.45
GA	ETON CITY	$1,587.29
GA	FAIRBURN CITY	$5,415.24
GA	FANNIN COUNTY	$7,428.88
GA	FLOWERY BRANCH CITY	$4,956.40
GA	FOLKSTON CITY	$1,845.69
GA	FORT OGLETHORPE	$3,585.24
GA	FRANKLIN COUNTY	$6,769.05
GA	FULTON CO SCHOOL DIST	$8,801.33
GA	GILMER COUNTY	$8,554.05

State	Jurisdiction Name	Award Amount
GA	GORDON CITY	$2,305.26
GA	HABERSHAM COUNTY	$47,805.51
GA	HAMILTON CITY	$626.61
GA	HARRIS COUNTY	$19,738.51
GA	HINESVILLE CITY	$7,382.74
GA	JASPER CITY	$8,100.71
GA	JASPER COUNTY	$7,105.89
GA	JEFF DAVIS COUNTY	$7,382.74
GA	JOHNS CREEK CITY	$22,916.47
GA	KINGSLAND CITY	$5,583.20
GA	LAURENS COUNTY	$6,697.53
GA	LAVONIA CITY	$1,395.80
GA	LIBERTY COUNTY	$13,651.14
GA	LILBURN CITY	$8,970.03
GA	LOCUST GROVE CITY	$5,537.05
GA	LUMPKIN COUNTY	$8,467.08
GA	MADISON CITY	$3,061.53
GA	MARIETTA CITY	$22,095.14
GA	MILNER CITY	$1,733.56
GA	MONROE COUNTY	$14,027.20
GA	MORGAN COUNTY	$7,096.66
GA	MORROW CITY	$2,307.11
GA	MURRAY COUNTY	$6,690.61
GA	NEWNAN CITY	$12,984.39
GA	NORCROSS CITY	$4,771.10
GA	OAKWOOD CITY	$3,472.20
GA	PERRY CITY	$1,726.55
GA	POLK COUNTY	$9,703.68
GA	PORTERDALE TOWN	$1,845.69
GA	POWDER SPRINGS CITY	$5,306.34
GA	RABUN COUNTY	$6,893.63
GA	ROME CITY	$4,826.24
GA	ROSWELL CITY	$14,597.19
GA	SMYRNA CITY	$10,589.61
GA	SNELLVILLE CITY	$6,856.72
GA	SOCIAL CIRCLE CITY	$2,297.88
GA	SPALDING COUNTY	$26,993.12
GA	ST MARYS CITY	$9,263.49
GA	STATESBORO CITY	$2,814.67
GA	STEPHENS COUNTY	$922.85
GA	STOCKBRIDGE CITY	$4,844.92
GA	SUMMERVILLE CITY	$4,473.80
GA	SUMTER COUNTY	$1,926.44
GA	SUWANEE CITY	$3,340.69
GA	SYLVANIA CITY	$7,844.16
GA	THOMAS COUNTY	$1,658.35
GA	THOMASVILLE CITY	$3,114.60
GA	TIFTON CITY	$7,622.68

State	Jurisdiction Name	Award Amount
GA	TRENTON CITY	$3,657.92
GA	TYRONE TOWN	$1,695.73
GA	VALDOSTA CITY	$27,232.14
GA	VARNELL CITY	$6,921.32
GA	WALKER COUNTY	$12,550.65
GA	WARE COUNTY	$4,222.01
GA	WARNER ROBINS CITY	$13,953.60
GA	WATKINSVILLE CITY	$1,162.79
GA	WAYCROSS CITY	$3,922.08
GA	WHITE COUNTY	$6,084.24
GA	WINDER CITY	$11,863.13
	Totals for GA(109 Jurisdictions):	**$824,814.92**
IA	AMES CITY	$4,927.98
IA	ANKENY CITY	$13,704.20
IA	ATLANTIC CITY	$2,840.95
IA	BETTENDORF CITY	$2,480.57
IA	BREMER COUNTY	$5,998.48
IA	BURLINGTON CITY	$5,305.50
IA	CARROLL CITY	$3,971.40
IA	CEDAR FALLS CITY	$17,703.34
IA	CHARLES CITY	$1,591.91
IA	CHICKASAW COUNTY	$1,178.46
IA	CLARINDA CITY	$899.78
IA	CLAY COUNTY	$3,009.38
IA	CLAYTON COUNTY	$1,651.89
IA	CLEAR LAKE CITY	$1,753.40
IA	CLINTON CITY	$3,448.89
IA	CLINTON COUNTY	$4,972.16
IA	CORALVILLE CITY	$2,492.31
IA	COUNCIL BLUFFS CITY	$49,496.61
IA	CRESTON CITY	$2,648.56
IA	DAVIS COUNTY	$4,614.21
IA	DE WITT CITY	$4,631.29
IA	DUBUQUE CITY	$15,296.10
IA	DUBUQUE COUNTY	$5,002.50
IA	DYERSVILLE CITY	$3,308.39
IA	FAYETTE COUNTY	$8,074.87
IA	FORT DODGE CITY	$6,921.32
IA	FORT MADISON CITY	$2,141.00
IA	FREMONT COUNTY	$4,926.13
IA	GREENE COUNTY	$3,529.87
IA	GREENFIELD CITY	$1,568.84
IA	GRINNELL CITY	$4,072.04
IA	GRUNDY COUNTY	$4,933.01
IA	GUTHRIE COUNTY	$1,670.81
IA	HAMPTON CITY	$1,735.87
IA	HOWARD COUNTY	$1,098.19
IA	IDA COUNTY	$6,164.59

State	Jurisdiction Name	Award Amount
IA	INDEPENDENCE CITY	$4,764.17
IA	IOWA CITY CITY	$7,382.78
IA	IOWA COUNTY	$10,146.65
IA	JASPER COUNTY	$2,842.36
IA	JEFFERSON CITY	$3,529.87
IA	JOHNSTON CITY	$5,467.84
IA	KEOKUK CITY	$3,183.81
IA	KNOXVILLE CITY	$1,384.27
IA	LAKE MILLS CITY	$1,845.69
IA	LE MARS CITY	$4,152.79
IA	LOUISA COUNTY	$4,930.81
IA	LYON COUNTY	$3,170.38
IA	MAHASKA COUNTY	$1,785.96
IA	MAQUOKETA CITY	$4,867.28
IA	MARION COUNTY	$2,383.22
IA	MARSHALL COUNTY	$7,475.02
IA	MARSHALLTOWN CITY	$6,556.79
IA	MASON CITY	$10,145.17
IA	MCGREGOR CITY	$2,768.53
IA	MONONA COUNTY CONSERVATION BOARD	$650.61
IA	MONTICELLO CITY	$899.78
IA	MOUNT VERNON CITY	$1,531.46
IA	MUSCATINE CITY	$3,538.64
IA	MUSCATINE COUNTY	$14,509.84
IA	MUSCATINE COUNTY CONSERVATION BOARD	$1,209.16
IA	NEWTON CITY	$9,274.56
IA	NORWALK CITY	$8,499.38
IA	OELWEIN CITY	$872.09
IA	OSKALOOSA CITY	$4,429.64
IA	OTTUMWA CITY	$5,167.92
IA	PELLA CITY	$1,997.48
IA	PLYMOUTH COUNTY	$2,768.53
IA	POCAHONTAS CITY	$2,491.68
IA	POLK CITY	$1,202.01
IA	PRESTON CITY	$391.29
IA	SIOUX CENTER CITY	$624.77
IA	SIOUX CITY	$11,051.89
IA	STRAWBERRY POINT CITY	$1,187.70
IA	TAMA COUNTY	$1,084.32
IA	URBANDALE CITY	$10,465.03
IA	WASHINGTON CITY	$1,028.97
IA	WAUKEE CITY	$4,717.65
IA	WAUKON CITY	$1,961.50
IA	WEST DES MOINES CITY	$36,633.57
IA	WINDSOR HEIGHTS CITY	$1,497.68
IA	WINTERSET CITY	$1,661.12
	Totals for IA(82 Jurisdictions):	**$429,896.46**
ID	ADAMS COUNTY	$6,882.42

State	Jurisdiction Name	Award Amount
ID	BANNOCK COUNTY	$12,227.55
ID	BINGHAM COUNTY	$15,624.13
ID	BLACKFOOT CITY	$2,990.01
ID	BLAINE COUNTY	$6,644.46
ID	BONNER COUNTY	$5,465.49
ID	CARIBOU COUNTY	$2,356.92
ID	COEUR D ALENE CITY	$9,087.17
ID	FRANKLIN COUNTY	$5,075.63
ID	FRUITLAND CITY	$4,651.13
ID	HOMEDALE CITY	$1,845.69
ID	IDAHO COUNTY	$7,475.02
ID	IDAHO FALLS CITY	$12,865.91
ID	JEROME CITY	$5,496.45
ID	LEMHI COUNTY	$1,245.84
ID	LEWISTON CITY	$1,982.38
ID	MADISON COUNTY	$21,613.42
ID	MCCALL CITY	$2,337.10
ID	MOSCOW CITY	$4,409.91
ID	MOUNTAIN HOME CITY	$967.14
ID	NEZ PERCE COUNTY	$2,597.57
ID	OWYHEE COUNTY	$7,475.02
ID	PAYETTE CITY	$2,957.81
ID	POCATELLO CITY	$12,412.22
ID	PONDERAY CITY	$1,061.27
ID	POST FALLS CITY	$6,155.88
ID	REXBURG CITY	$3,266.86
ID	SHOSHONE COUNTY	$12,722.58
ID	TWIN FALLS CITY	$10,722.51
ID	TWIN FALLS COUNTY	$12,001.56
	Totals for ID(30 Jurisdictions):	**$202,617.05**
IL	ADDISON VILLAGE	$2,159.45
IL	ALBERS VILLAGE	$1,654.20
IL	ALSIP VILLAGE	$11,074.10
IL	ALTON CITY	$10,335.83
IL	ARLINGTON HEIGHTS VILLAGE	$11,936.96
IL	AVISTON VILLAGE	$1,384.27
IL	BANNOCKBURN VILLAGE	$1,836.46
IL	BARRINGTON HILLS VILLAGE	$2,754.69
IL	BARRINGTON VILLAGE	$4,540.39
IL	BARTLETT VILLAGE	$5,038.72
IL	BEECHER VILLAGE	$2,041.79
IL	BELVIDERE CITY	$5,813.91
IL	BERKELEY VILLAGE	$2,768.53
IL	BLOOMINGDALE VILLAGE	$3,105.33
IL	BLOOMINGTON CITY	$27,712.68
IL	BLUE ISLAND CITY	$10,889.54
IL	BOURBONNAIS VILLAGE	$2,676.25
IL	BRADLEY VILLAGE	$2,076.40

State	Jurisdiction Name	Award Amount
IL	BREESE CITY	$1,363.94
IL	BROOKFIELD VILLAGE	$1,568.84
IL	BUFFALO GROVE VILLAGE	$3,968.22
IL	CAMPTON HILLS VILLAGE	$3,061.02
IL	CARBONDALE CITY	$2,246.85
IL	CAROL STREAM VILLAGE	$12,949.32
IL	CARPENTERSVILLE VILLAGE	$7,751.69
IL	CASEY CITY	$1,990.85
IL	CHAMPAIGN CITY	$34,711.77
IL	CHARLESTON CITY	$3,455.53
IL	CHATHAM VILLAGE	$4,334.25
IL	CHENOA CITY	$1,355.20
IL	CICERO TOWN	$9,228.42
IL	CLINTON CITY	$2,768.53
IL	COAL VALLEY VILLAGE	$1,180.35
IL	COLES COUNTY	$424.10
IL	COLLINSVILLE CITY	$4,129.72
IL	COUNTRY CLUB HILLS	$3,451.43
IL	CRAWFORD COUNTY	$1,464.09
IL	CRESTWOOD VILLAGE	$6,445.13
IL	CRYSTAL LAKE CITY	$3,820.57
IL	DANVILLE CITY	$5,537.05
IL	DARIEN CITY	$2,488.91
IL	DE KALB CITY	$7,382.74
IL	DECATUR CITY	$9,191.51
IL	DOUGLAS COUNTY	$5,537.05
IL	DOWNERS GROVE VILLAGE	$13,459.44
IL	DURAND VILLAGE	$426.44
IL	EAST DUNDEE VILLAGE	$3,751.33
IL	EAST HAZEL CREST VILLAGE	$1,873.37
IL	EAST MOLINE CITY	$2,588.11
IL	EAST PEORIA CITY	$4,555.57
IL	EFFINGHAM CITY	$5,292.50
IL	ELBURN VILLAGE	$2,126.67
IL	ELK GROVE VILLAGE	$9,182.28
IL	ELMHURST CITY	$12,504.51
IL	ELMWOOD PARK VILLAGE	$4,983.35
IL	FAIRVIEW HEIGHTS CITY	$4,648.82
IL	FISHER VILLAGE	$549.69
IL	FLORA CITY	$1,310.44
IL	FLOSSMOOR VILLAGE	$4,258.00
IL	FOREST PARK VILLAGE	$6,459.90
IL	FOREST VIEW VILLAGE	$4,614.21
IL	FOX LAKE VILLAGE	$5,998.48
IL	FRANKLIN PARK VILLAGE	$8,305.58
IL	FREEPORT CITY	$2,994.21
IL	FULTON CITY	$4,769.25
IL	GALESBURG CITY	$2,953.05

State	Jurisdiction Name	Award Amount
IL	GENEVA CITY	$4,383.50
IL	GLEN CARBON VILLAGE	$4,140.33
IL	GLEN ELLYN VILLAGE	$13,164.34
IL	GLENCOE VILLAGE	$2,356.99
IL	GLENDALE HEIGHTS VILLAGE	$6,233.80
IL	GRANITE CITY	$3,467.84
IL	GRANTFORK VILLAGE	$1,661.12
IL	GRAYSLAKE VILLAGE	$16,611.15
IL	GREENVILLE CITY	$2,237.90
IL	GRUNDY COUNTY	$10,298.92
IL	GURNEE VILLAGE	$15,641.71
IL	HANOVER PARK VILLAGE	$6,089.38
IL	HARWOOD HEIGHTS VILLAGE	$2,284.04
IL	HENRY COUNTY	$958.61
IL	HEYWORTH VILLAGE	$1,401.80
IL	HIGHLAND PARK CITY	$9,400.42
IL	HINSDALE VILLAGE	$3,520.65
IL	HOFFMAN ESTATES VILLAGE	$10,202.02
IL	HOMEWOOD VILLAGE	$4,933.47
IL	HUNTLEY VILLAGE	$7,261.85
IL	ISLAND LAKE VILLAGE	$858.25
IL	ITASCA VILLAGE	$1,578.06
IL	JACKSON COUNTY	$5,444.77
IL	JUSTICE VILLAGE	$9,228.42
IL	KANKAKEE CITY	$4,067.63
IL	KEWANEE CITY	$3,691.37
IL	KILDEER VILLAGE	$1,836.46
IL	KNOX COUNTY	$7,939.18
IL	LA GRANGE VILLAGE	$5,998.48
IL	LA SALLE CITY	$3,158.86
IL	LADD VILLAGE	$3,229.95
IL	LAKE BLUFF VILLAGE	$2,122.54
IL	LAKE IN THE HILLS VILLAGE	$1,614.98
IL	LAKE VILLA VILLAGE	$3,428.36
IL	LAKE ZURICH VILLAGE	$8,636.49
IL	LAKEMOOR VILLAGE	$1,550.38
IL	LANSING VILLAGE	$5,333.57
IL	LE ROY CITY	$3,096.78
IL	LEE COUNTY	$7,008.99
IL	LENA VILLAGE	$3,229.95
IL	LIBERTYVILLE VILLAGE	$10,811.09
IL	LINCOLNWOOD VILLAGE	$6,146.13
IL	LINDENHURST VILLAGE	$4,614.21
IL	LISLE VILLAGE	$3,552.95
IL	LOCKPORT CITY	$6,229.19
IL	LOVES PARK CITY	$2,456.61
IL	LYNWOOD VILLAGE	$1,600.21
IL	MANTENO VILLAGE	$4,055.85

State	Jurisdiction Name	Award Amount
IL	MARENGO CITY	$1,476.55
IL	MARSHALL CITY	$1,135.09
IL	MARSHALL COUNTY	$1,522.69
IL	MARYVILLE VILLAGE	$1,961.04
IL	MASON COUNTY	$2,745.46
IL	MAYWOOD VILLAGE	$15,672.62
IL	MCHENRY CITY	$5,509.37
IL	MCLEANSBORO CITY	$2,214.82
IL	MELROSE PARK VILLAGE	$5,537.05
IL	MIDLOTHIAN VILLAGE	$6,091.68
IL	MILLSTADT VILLAGE	$1,384.27
IL	MINOOKA VILLAGE	$4,614.21
IL	MOKENA VILLAGE	$4,521.93
IL	MOLINE CITY	$4,318.90
IL	MONTGOMERY VILLAGE	$2,431.69
IL	MORGAN COUNTY	$1,184.93
IL	MORRIS CITY	$2,194.06
IL	MORRISON CITY	$1,765.87
IL	MORTON GROVE VILLAGE	$4,286.54
IL	MORTON VILLAGE	$2,632.39
IL	MOUNT PROSPECT VILLAGE	$17,908.21
IL	MOUNT VERNON CITY	$7,290.45
IL	MUNDELEIN VILLAGE	$5,075.63
IL	NEW ATHENS VILLAGE	$412.98
IL	NEW LENOX VILLAGE	$3,079.99
IL	NEWTON CITY	$926.06
IL	NILES VILLAGE	$13,842.63
IL	NORTH AURORA VILLAGE	$7,936.44
IL	NORTH RIVERSIDE VILLAGE	$2,307.11
IL	O FALLON CITY	$5,368.64
IL	OAK BROOK VILLAGE	$4,512.70
IL	OAK PARK VILLAGE	$11,464.00
IL	OAKBROOK TERRACE CITY	$5,075.63
IL	OGLE COUNTY	$6,367.61
IL	OGLESBY CITY	$4,927.98
IL	ORLAND PARK VILLAGE	$23,417.11
IL	OSWEGO VILLAGE	$3,159.81
IL	OTTAWA CITY	$2,854.65
IL	PALATINE VILLAGE	$4,734.18
IL	PALOS HEIGHTS CITY	$2,774.99
IL	PALOS HILL CITY	$6,921.32
IL	PALOS PARK VILLAGE	$2,768.53
IL	PARK FOREST VILLAGE	$4,798.78
IL	PARK RIDGE CITY	$8,065.64
IL	PEKIN CITY	$7,451.95
IL	PEOTONE VILLAGE	$3,166.74
IL	PERU CITY	$4,844.92
IL	PIATT COUNTY	$1,453.46

State	Jurisdiction Name	Award Amount
IL	PINGREE GROVE VILLAGE	$456.81
IL	PLAINFIELD VILLAGE	$6,482.97
IL	PLANO CITY	$2,463.99
IL	PRAIRIE GROVE VILLAGE	$119.67
IL	PROSPECT HEIGHTS CITY	$3,691.37
IL	RICHLAND COUNTY	$2,523.98
IL	RICHMOND VILLAGE	$2,307.11
IL	RIDGE FARM VILLAGE	$978.21
IL	RIVER FOREST VILLAGE	$5,998.48
IL	RIVER GROVE VILLAGE	$5,537.05
IL	RIVERSIDE VILLAGE	$2,547.05
IL	RIVERWOODS VILLAGE	$2,537.82
IL	ROCHELLE CITY	$3,303.78
IL	ROCHESTER VILLAGE	$1,364.87
IL	ROCK ISLAND CITY	$8,462.37
IL	ROLLING MEADOWS CITY	$9,228.42
IL	ROMEOVILLE VILLAGE	$3,922.08
IL	ROSCOE VILLAGE	$2,785.14
IL	ROSELLE VILLAGE	$3,875.94
IL	ROSEMONT VILLAGE	$13,842.63
IL	ROUND LAKE BEACH VILLAGE	$719.41
IL	SALEM CITY	$3,400.61
IL	SAUGET VILLAGE	$5,075.63
IL	SAVANNA CITY	$966.91
IL	SCHAUMBURG VILLAGE	$22,535.80
IL	SCHILLER PARK VILLAGE	$8,402.69
IL	SESSER CITY	$1,161.12
IL	SHILOH VILLAGE	$1,568.84
IL	SHOREWOOD VILLAGE	$2,583.96
IL	SKOKIE VILLAGE	$15,704.00
IL	SLEEPY HOLLOW VILLAGE	$2,197.40
IL	SOUTH HOLLAND VILLAGE	$4,524.24
IL	SPRING GROVE VILLAGE	$1,709.80
IL	SPRING VALLEY CITY	$3,737.51
IL	STERLING CITY	$4,360.43
IL	STICKNEY VILLAGE	$13,842.63
IL	STONE PARK VILLAGE	$9,228.42
IL	SUMMIT VILLAGE	$7,175.10
IL	SYCAMORE CITY	$4,452.72
IL	TRENTON CITY	$2,768.53
IL	TUSCOLA CITY	$650.13
IL	UNION VILLAGE	$461.43
IL	URBANA CITY	$3,405.26
IL	VERNON HILLS VILLAGE	$6,919.93
IL	VIENNA CITY	$772.42
IL	VILLA PARK VILLAGE	$10,589.61
IL	VILLAGE OF LAGRANGE PARK	$3,730.59
IL	VILLAGE OF ATWOOD	$580.56

State	Jurisdiction Name	Award Amount
IL	WASHINGTON CITY	$9,016.57
IL	WASHINGTON COUNTY	$2,687.78
IL	WAUKEGAN CITY	$21,156.15
IL	WAYNE VILLAGE	$3,362.84
IL	WEST CHICAGO CITY	$5,901.12
IL	WEST DUNDEE VILLAGE	$3,519.23
IL	WESTCHESTER VILLAGE	$8,767.00
IL	WESTERN SPRINGS VILLAGE	$1,993.34
IL	WHEATON CITY	$7,895.84
IL	WHEELING VILLAGE	$3,213.80
IL	WILLOW SPRINGS VILLAGE	$10,483.55
IL	WILLOWBROOK VILLAGE	$2,778.68
IL	WILMETTE VILLAGE	$6,323.78
IL	WINNEBAGO VILLAGE	$1,384.27
IL	WOOD DALE CITY	$10,445.19
IL	WOODRIDGE VILLAGE	$5,329.42
IL	YORKVILLE CITY	$3,848.25
	Totals for IL(227 Jurisdictions):	**$1,187,852.86**
IN	ADAMS COUNTY	$9,680.61
IN	ANDERSON CITY	$9,574.49
IN	ANGOLA CITY	$3,253.02
IN	ARCADIA TOWN	$3,091.06
IN	AUBURN CITY	$12,807.20
IN	AVON TOWN	$7,218.61
IN	BARTHOLOMEW COUNTY	$2,076.40
IN	BATESVILLE CITY	$3,056.92
IN	BOURBON TOWN	$1,240.30
IN	BRISTOL TOWN	$2,048.71
IN	BROWNSBURG TOWN	$4,203.09
IN	CEDAR LAKE TOWN	$3,629.08
IN	CHARLESTOWN CITY	$2,925.41
IN	CICERO TOWN	$1,562.62
IN	CLINTON CITY	$5,841.59
IN	COLUMBUS CITY	$12,921.17
IN	CONNERSVILLE CITY	$3,229.95
IN	CROWN POINT CITY	$1,020.14
IN	DE KALB COUNTY	$8,490.15
IN	DYER TOWN	$2,835.87
IN	ELBERFELD TOWN	$1,384.25
IN	ELKHART CITY	$15,051.55
IN	FERDINAND TOWN	$1,659.74
IN	FRANKFORT CITY	$7,848.77
IN	FRANKLIN CITY	$2,953.10
IN	FRANKLIN COUNTY	$2,722.39
IN	GOSHEN CITY	$11,317.73
IN	GREENSBORO TOWNSHIP	$13,832.48
IN	GREENSBURG CITY	$6,229.19
IN	GREENTOWN TOWN	$922.85

State	Jurisdiction Name	Award Amount
IN	GREENWOOD CITY	$9,412.99
IN	GRIFFITH TOWN	$2,724.97
IN	HANCOCK COUNTY	$455.66
IN	HIGHLAND TOWN	$408.36
IN	HOBART CITY	$2,048.71
IN	HOMECROFT TOWN	$3,872.25
IN	JACKSON COUNTY	$4,148.18
IN	JASPER CITY	$7,198.17
IN	JEFFERSON COUNTY	$10,123.58
IN	JEFFERSONVILLE CITY	$13,496.56
IN	KNOX COUNTY	$4,701.88
IN	KOKOMO CITY	$11,535.52
IN	LAPEL TOWN	$3,236.87
IN	LAPORTE CITY	$5,444.77
IN	LAWRENCE CITY	$6,817.50
IN	LIGONIER CITY	$4,521.93
IN	LOWELL TOWN	$3,924.39
IN	MISHAWAKA CITY	$25,608.86
IN	MONTGOMERY COUNTY	$5,189.15
IN	MOORESVILLE TOWN	$7,682.66
IN	MUNCIE CITY	$13,927.53
IN	MUNSTER TOWN	$1,038.20
IN	MOUNT VERNON CITY	$1,543.46
IN	NASHVILLE TOWN	$484.50
IN	NEW HAVEN CITY	$7,861.69
IN	NEW PROVIDENCE TOWN	$1,885.37
IN	NEWBURGH TOWN	$3,114.60
IN	NEWTON COUNTY	$2,214.82
IN	NOBLESVILLE CITY	$12,435.30
IN	NORTH VERNON CITY	$1,764.94
IN	PAOLI TOWN	$2,560.89
IN	PENDLETON TOWN	$6,836.42
IN	PERU CITY	$5,410.16
IN	PLYMOUTH CITY	$1,274.45
IN	POSEY COUNTY	$4,485.02
IN	RICHMOND CITY	$6,575.25
IN	ROME CITY TOWN	$299.01
IN	SCHERERVILLE TOWN	$13,984.28
IN	SCOTTSBURG CITY	$2,417.85
IN	SEYMOUR CITY	$2,762.97
IN	SHELBY COUNTY	$4,677.88
IN	SPENCER COUNTY	$853.63
IN	TOWN OF NEW PALESTINE	$3,506.80
IN	TOWN OF UTICA	$3,229.95
IN	TOWN OF INGALLS	$2,720.36
IN	VALPARAISO CITY	$5,272.20
IN	WAYNE COUNTY	$10,105.12
IN	WEST LAFAYETTE CITY	$5,027.65

State	Jurisdiction Name	Award Amount
IN	WEST TERRE HAUTE TOWN	$5,537.05
IN	YORKTOWN TOWN	$2,587.65
IN	ZIONSVILLE TOWN	$3,414.52
	Totals for IN(81 Jurisdictions):	**$436,990.92**
KS	ABILENE CITY	$1,170.35
KS	ANDOVER CITY	$3,933.62
KS	ARKANSAS CITY	$3,114.60
KS	ATCHISON CITY	$11,535.52
KS	BONNER SPRINGS CITY	$1,414.26
KS	BURDEN CITY	$1,936.74
KS	BUTLER COUNTY	$23,047.97
KS	CHEROKEE COUNTY	$4,452.72
KS	CLARK COUNTY	$2,554.43
KS	COFFEY COUNTY	$8,121.01
KS	COLBY CITY	$2,205.47
KS	COMANCHE COUNTY	$2,128.31
KS	CRAWFORD COUNTY	$4,115.88
KS	DERBY CITY	$5,325.82
KS	DICKINSON COUNTY	$4,005.32
KS	ELLIS COUNTY	$6,600.17
KS	ELLSWORTH CITY	$1,522.69
KS	EMPORIA CITY	$5,920.32
KS	FINNEY COUNTY	$5,640.87
KS	FORD COUNTY	$4,128.80
KS	FRANKLIN COUNTY	$5,877.12
KS	FRONTENAC CITY	$4,614.21
KS	GARDNER CITY	$9,182.28
KS	GARNETT CITY	$2,233.15
KS	GEARY COUNTY	$6,930.55
KS	GIRARD CITY	$2,237.42
KS	GOODLAND CITY	$1,607.75
KS	GRANT COUNTY	$2,345.54
KS	HAMILTON COUNTY	$2,110.08
KS	HAYS CITY	$2,933.83
KS	HAYSVILLE CITY	$6,358.38
KS	HIAWATHA CITY	$1,407.34
KS	HUTCHINSON CITY	$13,374.29
KS	IOLA CITY	$644.21
KS	JACKSON COUNTY	$10,426.92
KS	JUNCTION CITY	$10,307.26
KS	LANSING CITY	$1,700.45
KS	LAWRENCE CITY	$14,132.40
KS	LEAVENWORTH CITY	$2,342.64
KS	LEAWOOD CITY	$4,453.64
KS	LENEXA CITY	$14,304.05
KS	LIBERAL CITY	$7,475.02
KS	LINDSBORG CITY	$3,633.69
KS	LOGAN COUNTY	$1,774.63

State	Jurisdiction Name	Award Amount
KS	LOUISBURG CITY	$4,130.18
KS	LYNDON CITY	$532.95
KS	LYON COUNTY	$6,630.61
KS	LYONS CITY	$3,691.37
KS	MAIZE CITY	$2,834.29
KS	MARSHALL COUNTY	$3,448.42
KS	MCPHERSON CITY	$2,030.26
KS	MCPHERSON COUNTY	$2,307.11
KS	MEDICINE LODGE CITY	$2,353.25
KS	MERRIAM CITY	$3,131.67
KS	MISSION CITY	$3,247.48
KS	MITCHELL COUNTY	$4,614.21
KS	MONTGOMERY COUNTY	$14,779.31
KS	NEMAHA COUNTY	$3,639.51
KS	NEWTON CITY	$8,828.28
KS	OSAGE CITY	$2,757.46
KS	OTTAWA CITY	$1,943.05
KS	OTTAWA COUNTY	$3,654.92
KS	PAWNEE COUNTY	$8,582.43
KS	POTTAWATOMIE COUNTY	$8,582.43
KS	PRATT CITY	$3,606.49
KS	RAWLINS COUNTY	$2,307.11
KS	RENO COUNTY	$6,511.58
KS	RICE COUNTY	$6,404.60
KS	RILEY COUNTY	$7,437.28
KS	ROELAND PARK CITY	$1,729.87
KS	ROOKS COUNTY	$876.70
KS	ROSE HILL CITY	$2,708.94
KS	ROSSVILLE CITY	$2,307.11
KS	SALINA CITY	$10,017.45
KS	SALINE COUNTY	$14,764.55
KS	SHAWNEE CITY	$16,475.50
KS	SHERMAN COUNTY	$3,964.99
KS	STANTON COUNTY	$1,790.78
KS	TONGANOXIE CITY	$6,459.90
KS	VALLEY CENTER CITY	$1,753.40
KS	WINFIELD CITY	$7,312.60
	Totals for KS(81 Jurisdictions):	**$423,429.76**
KY	BEREA CITY	$4,604.98
KY	CAMPBELL COUNTY	$3,259.94
KY	CHRISTIAN COUNTY	$8,296.35
KY	COVINGTON CITY	$19,702.67
KY	DAYTON CITY	$1,218.75
KY	ERLANGER CITY	$5,188.68
KY	GEORGETOWN CITY	$16,978.05
KY	HENDERSON CITY	$3,529.87
KY	MAYSVILLE CITY	$3,097.86
KY	MURRAY CITY	$5,287.89

State	Jurisdiction Name	Award Amount
KY	OWENSBORO CITY	$13,394.18
KY	PADUCAH CITY	$7,923.09
KY	RADCLIFF CITY	$6,136.90
KY	RICHMOND CITY	$3,772.90
KY	SCOTT COUNTY	$5,922.34
	Totals for KY(15 Jurisdictions):	**$108,314.45**
LA	ACADIA PARISH	$17,616.13
LA	ALLEN PARISH	$6,746.84
LA	ASSUMPTION PARISH	$2,998.98
LA	BEAUREGARD PARISH	$8,963.10
LA	BERWICK TOWN	$4,491.00
LA	BOGALUSA CITY	$3,080.45
LA	BROUSSARD TOWN	$3,843.66
LA	CAMERON PARISH	$10,903.06
LA	CARENCRO CITY	$2,129.14
LA	CONCORDIA PARISH	$18,436.07
LA	EUNICE CITY	$6,538.52
LA	EVANGELINE PARISH	$15,030.79
LA	GREENWOOD TOWN	$2,786.80
LA	GRETNA CITY	$12,486.05
LA	GROSSE TETE VILLAGE	$781.42
LA	HAMMOND CITY	$11,074.10
LA	HARAHAN CITY	$14,534.76
LA	HOUMA CITY	$16,802.92
LA	JEANERETTE CITY	$3,779.37
LA	KENNER CITY	$14,866.98
LA	LAKE CHARLES CITY	$25,117.45
LA	MANY TOWN	$1,845.69
LA	MONROE CITY	$17,770.61
LA	MOREHOUSE PARISH	$5,357.10
LA	MORGAN CITY	$5,223.73
LA	NATCHITOCHES CITY	$9,228.42
LA	NATCHITOCHES PARISH	$10,602.07
LA	PEARL RIVER TOWN	$5,077.13
LA	PINEVILLE CITY	$6,210.73
LA	POINTE COUPEE PARISH	$8,255.27
LA	PONCHATOULA CITY	$4,208.62
LA	SLIDELL CITY	$40,796.99
LA	ST JOHN THE BAPTIST PARISH SHERIFF'S OFFICE	$13,399.66
LA	ST LANDRY PARISH SHERIFF DEPARTMENT	$14,896.05
LA	ST MARTIN PARISH	$10,845.01
LA	ST MARY PARISH	$13,373.32
LA	SULPHUR CITY	$13,473.49
LA	THIBODAUX CITY	$5,703.17
LA	UNION PARISH	$2,387.86
LA	VERMILION PARISH	$33,353.03
LA	WALKER TOWN	$1,803.70
LA	ZACHARY CITY	$20,763.94

State	Jurisdiction Name	Award Amount
	Totals for LA(42 Jurisdictions):	**$447,583.18**
MA	ABINGTON TOWN	$16,149.73
MA	ACTON TOWN	$10,324.30
MA	ACUSHNET TOWN	$4,955.66
MA	ADAMS TOWN	$4,879.53
MA	AGAWAM CITY	$4,671.89
MA	AMESBURY TOWN	$2,768.53
MA	ASHBY TOWN	$3,217.03
MA	ATTLEBORO CITY	$13,628.07
MA	AYER TOWN	$1,782.93
MA	BARRE TOWN	$1,311.90
MA	BEDFORD TOWN	$1,891.83
MA	BELLINGHAM TOWN	$5,050.26
MA	BELMONT TOWN	$10,612.68
MA	BLACKSTONE TOWN	$7,176.02
MA	BOXFORD TOWN	$2,064.86
MA	BRAINTREE TOWN	$22,946.46
MA	BRIDGEWATER TOWN	$6,054.35
MA	BROOKLINE TOWN	$5,708.70
MA	BURLINGTON TOWN	$28,562.87
MA	CANTON TOWN	$5,458.61
MA	CARVER TOWN	$2,307.11
MA	CHELMSFORD TOWN	$11,379.46
MA	CHELSEA CITY	$23,996.05
MA	CHESTERFIELD TOWN	$461.43
MA	CHICOPEE CITY	$28,192.82
MA	CONCORD TOWN	$10,371.36
MA	DARTMOUTH TOWN	$8,368.35
MA	DEDHAM TOWN	$3,783.66
MA	DEERFIELD TOWN	$3,033.85
MA	DOVER TOWN	$4,505.78
MA	DRACUT TOWN	$9,498.35
MA	DUDLEY TOWN	$2,548.89
MA	DUXBURY TOWN	$4,310.04
MA	EASTON TOWN	$1,651.89
MA	EGREMONT TOWN	$1,384.27
MA	EVERETT CITY	$11,936.89
MA	FAIRHAVEN TOWN	$5,368.64
MA	FALL RIVER CITY	$33,974.42
MA	FITCHBURG CITY	$14,457.24
MA	FOXBOROUGH TOWN	$12,039.40
MA	FRAMINGHAM TOWN	$29,134.11
MA	GARDNER CITY	$11,452.47
MA	GEORGETOWN TOWN	$3,303.78
MA	GILL TOWN	$1,130.49
MA	GLOUCESTER CITY	$4,111.73
MA	GRANBY TOWN	$2,733.92
MA	GRANVILLE TOWN	$826.18

State	Jurisdiction Name	Award Amount
MA	GREAT BARRINGTON TOWN	$1,836.46
MA	HALIFAX TOWN	$2,768.53
MA	HAMILTON TOWN	$2,126.78
MA	HAVERHILL CITY	$24,657.18
MA	HINGHAM TOWN	$9,643.70
MA	HOLLISTON TOWN	$3,008.47
MA	HOLYOKE CITY	$20,763.94
MA	HOPEDALE TOWN	$2,693.95
MA	HOPKINTON TOWN	$5,160.07
MA	HUBBARDSTON TOWN	$1,016.44
MA	HUDSON TOWN	$10,589.61
MA	HULL TOWN	$7,829.02
MA	LANCASTER TOWN	$6,919.01
MA	LEVERETT TOWN	$1,425.80
MA	LEXINGTON TOWN	$4,129.72
MA	LONGMEADOW TOWN	$1,633.43
MA	LUDLOW TOWN	$13,000.54
MA	MANSFIELD TOWN	$11,150.24
MA	MARBLEHEAD TOWN	$1,384.27
MA	MAYNARD TOWN	$7,844.16
MA	MEDFORD CITY	$9,228.42
MA	MELROSE CITY	$5,998.48
MA	MENDON TOWN	$1,845.69
MA	METHUEN CITY	$27,999.02
MA	MIDDLEBOROUGH TOWN	$2,823.90
MA	MIDDLETON TOWN	$4,682.50
MA	MILFORD TOWN	$12,389.15
MA	MILLBURY TOWN	$11,291.89
MA	MILLIS TOWN	$3,282.37
MA	MILLVILLE TOWN	$2,064.86
MA	MILTON TOWN	$12,403.00
MA	MONSON TOWN	$2,676.25
MA	NAHANT TOWN	$2,410.93
MA	NEEDHAM TOWN	$6,607.55
MA	NEWTON CITY	$20,071.81
MA	NORFOLK TOWN	$2,076.40
MA	NORTH ANDOVER TOWN	$4,034.67
MA	NORTH ATTLEBOROUGH TOWN	$7,433.49
MA	NORTH BROOKFIELD TOWN	$922.85
MA	NORTHAMPTON CITY	$9,459.13
MA	NORTON TOWN	$3,503.30
MA	NORWELL TOWN	$6,921.32
MA	NORTH READING	$10,151.26
MA	OAK BLUFFS TOWN	$7,188.94
MA	OAKHAM TOWN	$5,202.52
MA	ORLEANS TOWN	$3,783.66
MA	OXFORD TOWN	$4,706.50
MA	PALMER TOWN	$6,598.32

State	Jurisdiction Name	Award Amount
MA	PAXTON TOWN	$4,521.93
MA	PEABODY CITY	$16,611.15
MA	PEMBROKE TOWN	$11,300.66
MA	PETERSHAM TOWN	$2,307.11
MA	PITTSFIELD CITY	$10,589.61
MA	PLYMOUTH TOWN	$21,686.78
MA	PLYMPTON TOWN	$6,905.72
MA	PRINCETON TOWN	$1,845.69
MA	PROVINCETOWN TOWN	$1,651.89
MA	RAYNHAM TOWN	$2,769.05
MA	READING TOWN	$6,018.14
MA	REHOBOTH TOWN	$4,129.72
MA	ROCHESTER TOWN	$2,078.20
MA	ROCKLAND TOWN	$4,568.07
MA	SALEM CITY	$9,680.98
MA	SANDWICH TOWN	$9,464.67
MA	SCITUATE TOWN	$3,816.88
MA	SEEKONK TOWN	$11,535.52
MA	SHARON TOWN	$6,195.96
MA	SHELBURNE TOWN	$3,615.24
MA	SHREWSBURY TOWN	$5,421.32
MA	SOMERVILLE CITY	$9,809.81
MA	SOUTH HADLEY TOWN	$10,459.03
MA	SOUTHBOROUGH TOWN	$6,139.92
MA	SOUTHWICK TOWN	$6,510.65
MA	STONEHAM TOWN	$6,305.93
MA	STOUGHTON TOWN	$8,661.80
MA	STURBRIDGE TOWN	$4,376.49
MA	SUDBURY TOWN	$5,976.33
MA	SWANSEA TOWN	$14,041.04
MA	TAUNTON CITY	$11,069.03
MA	TEWKSBURY TOWN	$7,523.47
MA	TOLLAND TOWN	$1,845.69
MA	TOPSFIELD TOWN	$5,781.61
MA	TYNGS BOROUGH TOWN	$2,576.58
MA	WALPOLE TOWN	$7,433.49
MA	WAREHAM TOWN	$12,779.05
MA	WARREN TOWN	$1,418.87
MA	WATERTOWN CITY	$13,658.06
MA	WAYLAND TOWN	$3,067.53
MA	WEBSTER TOWN	$3,529.83
MA	WENHAM TOWN	$5,890.04
MA	WEST SPRINGFIELD TOWN	$6,847.03
MA	WEST TISBURY TOWN	$2,906.96
MA	WESTBOROUGH TOWN	$6,432.21
MA	WESTFIELD CITY	$17,845.45
MA	WESTFORD TOWN	$8,342.41
MA	WESTMINSTER TOWN	$516.33

State	Jurisdiction Name	Award Amount
MA	WESTPORT TOWN	$12,967.77
MA	WESTWOOD TOWN	$3,303.78
MA	WEYMOUTH TOWN	$24,778.30
MA	WILBRAHAM TOWN	$2,169.14
MA	WILLIAMSTOWN TOWN	$3,783.66
MA	WILMINGTON TOWN	$11,711.33
MA	WINCHESTER TOWN	$6,024.58
MA	WOBURN CITY	$1,405.79
MA	WRENTHAM TOWN	$8,568.87
MA	YARMOUTH TOWN	$3,687.68
	Totals for MA(153 Jurisdictions):	**$1,159,678.12**
MD	BEL AIR TOWN	$2,402.53
MD	BRUNSWICK CITY	$2,746.32
MD	CALVERT COUNTY	$15,356.09
MD	CAROLINE COUNTY	$4,715.73
MD	CHESTERTOWN TOWN	$1,782.93
MD	CHEVERLY TOWN	$2,200.98
MD	CHEVY CHASE VILLAGE TOWN	$1,130.49
MD	CUMBERLAND CITY	$4,565.96
MD	DELMAR TOWN	$2,386.47
MD	DENTON TOWN	$1,901.06
MD	DISTRICT HEIGHTS CITY	$3,922.08
MD	EASTON TOWN	$5,260.20
MD	FREDERICK CITY	$23,653.36
MD	FRUITLAND CITY	$3,997.75
MD	GAITHERSBURG CITY	$7,844.16
MD	GARRETT COUNTY	$3,691.37
MD	GREENBELT CITY	$4,614.21
MD	HAGERSTOWN CITY	$19,496.42
MD	HURLOCK TOWN	$1,107.41
MD	HYATTSVILLE CITY	$23,806.92
MD	LAPLATA TOWN	$4,162.73
MD	LAUREL CITY	$7,426.11
MD	MOUNT AIRY TOWN	$489.48
MD	OCEAN CITY TOWN	$16,777.26
MD	PITTSVILLE CITY	$922.85
MD	QUEEN ANNES COUNTY	$3,624.47
MD	SALISBURY CITY	$15,896.87
MD	SYKESVILLE TOWN	$1,048.17
MD	TAKOMA PARK CITY	$7,006.77
MD	TALBOT COUNTY	$6,383.60
MD	UNIVERSITY PARK TOWN	$3,543.72
MD	UPPER MARLBORO TOWN	$1,107.41
MD	WESTMINSTER CITY	$2,244.82
MD	WORCESTER COUNTY	$11,535.52
	Totals for MD(34 Jurisdictions):	**$218,752.22**
ME	AROOSTOOK COUNTY	$2,948.48
ME	AUBURN CITY	$10,399.51

State	Jurisdiction Name	Award Amount
ME	AUGUSTA CITY	$6,021.55
ME	BANGOR CITY	$5,399.60
ME	BAR HARBOR TOWN	$3,089.68
ME	BATH CITY	$2,316.22
ME	BERWICK CITY	$2,586.27
ME	BIDDEFORD CITY	$3,691.37
ME	BRIDGTON TOWN	$1,566.53
ME	BRUNSWICK TOWN	$9,586.02
ME	CAPE ELIZABETH TOWN	$1,764.48
ME	CARIBOU CITY	$6,016.93
ME	CUMBERLAND TOWN	$3,626.26
ME	CARRABASSETT VALLEY POLICE	$1,635.65
ME	DEXTER TOWN	$5,981.86
ME	ELIOT TOWN	$2,791.60
ME	ELLSWORTH CITY	$10,151.21
ME	FARMINGTON TOWN	$2,013.23
ME	FORTFAIRFIELD TOWN	$2,240.66
ME	FRYEBURG TOWN	$5,029.09
ME	GARDINER CITY	$1,500.87
ME	GORHAM	$10,151.26
ME	HANCOCK COUNTY	$4,275.33
ME	HOULTON TOWN	$4,922.44
ME	KENNEBUNK TOWN	$2,911.57
ME	KITTERY TOWN	$6,979.57
ME	KNOX COUNTY	$2,470.91
ME	KENNEBUNKPORT TOWN	$2,122.54
ME	LEWISTON CITY	$9,147.67
ME	LINCOLN TOWN	$2,637.99
ME	MECHANIC FALLS TOWN	$1,207.08
ME	MOUNT DESERT TOWN	$1,544.84
ME	OLD TOWN CITY	$4,335.85
ME	ORONO TOWN	$1,799.55
ME	PORTLAND CITY	$16,186.42
ME	RICHMOND TOWN	$2,307.11
ME	ROCKLAND CITY	$2,375.27
ME	RUMFORD TOWN	$4,854.15
ME	SACO CITY	$6,506.04
ME	SAGADAHOC COUNTY	$5,135.62
ME	SOMERSET COUNTY	$6,727.52
ME	SOUTH PORTLAND CITY	$9,228.42
ME	TOPSHAM	$4,503.47
ME	VEAZIE TOWN	$3,119.92
ME	WATERVILLE CITY	$7,272.80
ME	WELLS TOWN	$2,635.07
ME	WESTBROOK CITY	$8,455.08
ME	WINDHAM TOWN	$6,344.54
ME	WISCASSET TOWN	$1,611.89
ME	YARMOUTH TOWN	$2,087.93

State	Jurisdiction Name	Award Amount
ME	YORK TOWN	$2,007.19
	Totals for ME(51 Jurisdictions):	**$236,222.11**
MI	ADRIAN CITY	$2,810.06
MI	ALLEN PARK CITY	$3,216.11
MI	ALPENA CITY	$8,305.58
MI	ALPENA COUNTY	$1,965.66
MI	ANTRIM COUNTY	$963.00
MI	ARENAC COUNTY	$9,089.99
MI	AUBURN HILLS CITY	$4,215.08
MI	BAD AXE CITY	$2,400.87
MI	BATTLE CREEK CITY	$21,276.12
MI	BELDING CITY	$1,295.21
MI	BENTON HARBOR CITY	$3,700.60
MI	BENZIE COUNTY	$1,522.69
MI	BLOOMFIELD HILLS CITY	$2,104.08
MI	BLOOMFIELD TOWNSHIP	$8,270.97
MI	BRIDGEPORT CHARTER TOWNSHIP	$3,059.22
MI	BRIDGMAN CITY	$992.06
MI	BRONSON CITY	$1,578.06
MI	BROWNSTOWN CHARTER TOWNSHIP	$5,456.31
MI	CADILLAC CITY	$6,961.92
MI	CANTON CHARTER TOWNSHIP	$6,572.94
MI	CARROLLTON TOWNSHIP	$2,422.46
MI	CASS COUNTY	$6,444.21
MI	CENTER LINE CITY	$3,506.80
MI	CHARLEVOIX CITY	$1,079.72
MI	CHARLEVOIX COUNTY	$11,535.52
MI	CHEBOYGAN CITY	$862.86
MI	CHEBOYGAN COUNTY	$18,255.20
MI	CHELSEA CITY	$1,937.97
MI	CLAWSON CITY	$2,643.95
MI	CLINTON COUNTY	$5,887.73
MI	COLDWATER CITY	$959.76
MI	COLUMBIA TOWNSHIP	$526.49
MI	CRAWFORD COUNTY	$3,841.33
MI	DAVISON TOWNSHIP	$2,544.74
MI	DRYDEN TOWNSHIP	$1,725.86
MI	DURAND CITY	$921.92
MI	EAST GRAND RAPIDS CITY	$3,552.95
MI	EAST LANSING CITY	$11,535.52
MI	EATON RAPIDS CITY	$332.23
MI	EMMETT CHARTER TOWNSHIP	$3,483.50
MI	FARMINGTON CITY	$3,950.23
MI	FLAT ROCK CITY	$3,691.37
MI	FLINT CHARTER TOWNSHIP	$6,870.56
MI	FLUSHING CITY	$8,305.58
MI	FRANKLIN VILLAGE	$438.35
MI	FRUITPORT CHARTER TOWNSHIP	$1,485.78

State	Jurisdiction Name	Award Amount
MI	GARDEN CITY	$2,593.19
MI	GERRISH TOWNSHIP	$710.59
MI	GIBRALTAR CITY	$1,688.81
MI	GRAND BLANC CHARTER TOWNSHIP	$3,691.37
MI	GRAND HAVEN CITY	$2,173.30
MI	GRAND LEDGE CITY	$2,499.06
MI	GRAND TRAVERSE COUNTY	$9,862.87
MI	GRANDVILLE CITY	$3,310.70
MI	GREEN OAK TOWNSHIP	$4,591.14
MI	GREENVILLE CITY	$3,576.02
MI	GROSSE POINTE FARMS CITY	$15,226.89
MI	GROSSE POINTE SHORES VILLAGE	$7,382.74
MI	GROSSE POINTE WOODS CITY	$5,294.81
MI	GUN LAKE TRIBE PUBLIC SAFETY	$1,910.29
MI	HAMBURG TOWNSHIP	$2,496.29
MI	HAMTRAMCK CITY	$7,013.60
MI	HARBOR SPRINGS CITY	$932.07
MI	HOWELL CITY	$846.71
MI	HURON CHARTER TOWNSHIP	$4,152.79
MI	IONIA CITY	$2,293.27
MI	IOSCO COUNTY	$1,910.29
MI	IRONWOOD CITY	$3,506.80
MI	JACKSON CITY	$4,682.65
MI	KALKASKA COUNTY	$4,344.74
MI	KENTWOOD CITY	$13,939.53
MI	LAPEER CITY	$9,509.89
MI	LAPEER COUNTY	$9,842.11
MI	LAURIUM VILLAGE	$1,864.14
MI	LEELANAU COUNTY	$2,025.13
MI	LENAWEE COUNTY	$3,239.18
MI	LINCOLN CHARTER TOWNSHIP	$549.10
MI	LINCOLN PARK CITY	$3,414.52
MI	LIVONIA CITY	$14,050.27
MI	MACKINAC ISLAND CITY	$1,175.24
MI	MACKINAW CITY VILLAGE	$915.93
MI	MARINE CITY	$968.99
MI	MARQUETTE COUNTY	$2,307.11
MI	MARSHALL CITY	$899.78
MI	MARYSVILLE CITY	$978.22
MI	MASON CITY	$1,291.98
MI	MERIDIAN CHARTER TOWNSHIP	$4,976.43
MI	METAMORA TOWNSHIP	$553.71
MI	MIDLAND CITY	$2,477.83
MI	MIDLAND COUNTY	$9,260.72
MI	MILAN CITY	$2,307.11
MI	MONROE CITY	$3,139.51
MI	MONTAGUE CITY	$2,134.08
MI	MONTMORENCY COUNTY	$2,011.80

State	Jurisdiction Name	Award Amount
MI	MOUNT MORRIS CHARTER TOWNSHIP	$5,537.05
MI	MOUNT PLEASANT CITY	$2,307.11
MI	MUNISING CITY	$945.92
MI	MUSKEGON CHARTER TOWNSHIP	$5,260.20
MI	MUSKEGON CITY	$8,070.25
MI	METRO POLICE AUTHORITY OF GENESEE COUNTY	$2,007.19
MI	NAPOLEON TOWNSHIP	$5,075.63
MI	NEW BALTIMORE CITY	$1,753.40
MI	NEWAYGO CITY	$710.59
MI	NEWAYGO COUNTY	$6,016.93
MI	NORTHVILLE CITY	$1,066.18
MI	NORTON SHORES CITY	$2,934.64
MI	NOVI CITY	$9,228.42
MI	NORTHVILLE TOWNSHIP	$3,460.66
MI	OAK PARK CITY	$6,157.67
MI	ORCHARD LAKE VILLAGE CITY	$1,238.92
MI	OTSEGO CITY	$1,776.48
MI	OWOSSO CITY	$1,891.83
MI	PAW PAW VILLAGE	$2,537.82
MI	PINCKNEY VILLAGE	$2,226.36
MI	PITTSFIELD CHARTER TOWNSHIP	$4,642.21
MI	PLAINWELL CITY	$466.04
MI	PLYMOUTH CHARTER TOWNSHIP	$1,384.27
MI	PLYMOUTH CITY	$2,768.53
MI	PORT HURON CITY	$7,475.02
MI	PORTAGE CITY	$12,707.53
MI	PRESQUE ISLE COUNTY	$4,974.12
MI	REDFORD CHARTER TOWNSHIP	$3,235.49
MI	RIVERVIEW CITY	$5,537.05
MI	ROCKFORD CITY	$2,041.79
MI	ROCKWOOD CITY	$2,205.60
MI	ROGERS CITY	$2,567.81
MI	ROMULUS CITY	$3,391.45
MI	ROSCOMMON COUNTY	$9,053.08
MI	ROYAL OAK CITY	$8,637.80
MI	SAGINAW CHARTER TOWNSHIP	$4,558.84
MI	SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	$3,691.37
MI	SAGINAW CITY	$15,219.51
MI	SANDUSKY CITY	$1,086.65
MI	SAULT STE MARIE CITY	$1,591.91
MI	SHELBY CHARTER TOWNSHIP	$11,254.06
MI	SHIAWASSEE COUNTY	$3,407.60
MI	SOUTH HAVEN CITY	$1,700.34
MI	SOUTHFIELD CITY	$12,250.73
MI	SOUTHGATE CITY	$4,519.99
MI	ST CLAIR CITY	$828.26
MI	ST CLAIR SHORES CITY	$6,609.86
MI	ST JOHNS CITY	$2,468.61

State	Jurisdiction Name	Award Amount
MI	ST JOSEPH CITY	$18,416.23
MI	STURGIS CITY	$2,046.41
MI	SUMPTER TOWNSHIP	$1,836.46
MI	TAYLOR CITY	$5,502.45
MI	TECUMSEH CITY	$586.79
MI	THREE RIVERS CITY	$1,543.46
MI	TRAVERSE CITY	$2,058.50
MI	TROY CITY	$7,491.63
MI	TUSCOLA COUNTY	$1,370.42
MI	UTICA CITY	$3,045.38
MI	VAN BUREN COUNTY	$6,183.04
MI	WALKER CITY	$4,771.10
MI	WATERFORD CHARTER TOWNSHIP	$5,890.04
MI	WATERVLIET CITY	$3,691.37
MI	WAYNE CITY	$2,260.97
MI	WAYNE COUNTY AIRPORT AUTHORITY	$15,988.24
MI	WESTLAND CITY	$17,995.42
MI	WHITE LAKE CHARTER TOWNSHIP	$4,706.50
MI	WILLIAMSTON CITY	$461.43
MI	WYOMING CITY	$7,461.18
MI	ZEELAND CITY	$909.00
	Totals for MI(163 Jurisdictions):	**$719,717.21**
MN	AITKIN COUNTY	$8,527.06
MN	ALBERT LEA CITY	$7,267.38
MN	ALEXANDRIA CITY	$3,866.69
MN	AUSTIN CITY	$4,152.79
MN	BAXTER CITY	$1,450.16
MN	BECKER CITY	$1,655.64
MN	BELGRADE CITY	$1,686.09
MN	BELLE PLAINE CITY	$1,448.87
MN	BELTRAMI COUNTY	$2,768.53
MN	BEMIDJI CITY	$6,644.46
MN	BENTON COUNTY	$6,553.56
MN	BIG STONE COUNTY	$2,661.85
MN	BLOOMINGTON CITY	$26,190.25
MN	BLUE EARTH COUNTY	$2,816.98
MN	BRAHAM CITY	$910.19
MN	BRAINERD CITY	$3,152.25
MN	BREEZY POINT CITY	$888.16
MN	BROOKLYN PARK CITY	$33,596.05
MN	BROWN COUNTY	$1,841.07
MN	BUFFALO CITY	$2,353.25
MN	BURNSVILLE CITY	$29,014.14
MN	CAMBRIDGE CITY	$1,244.46
MN	CANNON FALLS CITY	$2,518.16
MN	CHAMPLIN CITY	$3,767.52
MN	CHISHOLM CITY	$2,970.63
MN	CLAY COUNTY	$3,117.09

State	Jurisdiction Name	Award Amount
MN	CLEARWATER COUNTY	$3,117.09
MN	CLOQUET CITY	$788.00
MN	COLD SPRING CITY	$724.44
MN	COLUMBIA HEIGHTS CITY	$1,716.49
MN	COTTAGE GROVE CITY	$9,839.34
MN	CROW WING COUNTY	$13,925.68
MN	COUNTY OF COTTONWOOD	$2,353.25
MN	DAYTON CITY	$3,992.25
MN	DETROIT LAKES CITY	$3,284.88
MN	DODGE COUNTY	$5,051.25
MN	DOUGLAS COUNTY	$3,691.37
MN	DULUTH CITY	$32,926.02
MN	EAST GRAND FORKS CITY	$2,088.86
MN	EDEN PRAIRIE CITY	$12,698.31
MN	ELY CITY	$922.85
MN	FARMINGTON CITY	$5,848.97
MN	FERGUS FALLS CITY	$2,339.41
MN	FILLMORE COUNTY	$5,032.26
MN	FLOODWOOD CITY	$625.76
MN	FOREST LAKE CITY	$4,983.35
MN	FREEBORN COUNTY	$9,136.14
MN	FRIDLEY CITY	$8,305.58
MN	GOODHUE COUNTY	$5,813.91
MN	GRAND RAPIDS CITY	$1,483.93
MN	HERMANTOWN CITY	$3,643.84
MN	HIBBING CITY	$7,933.21
MN	HILL CITY	$1,245.84
MN	HOPKINS CITY	$3,045.38
MN	HOUSTON CITY	$548.63
MN	HOUSTON COUNTY	$659.33
MN	HUTCHINSON CITY	$2,905.40
MN	INDEPENDENCE CITY	$6,136.90
MN	INTERNATIONAL FALLS CITY	$2,318.64
MN	ITASCA COUNTY	$5,274.60
MN	KASSON CITY	$922.85
MN	KOOCHICHING COUNTY	$4,454.56
MN	LA CRESCENT CITY	$1,867.89
MN	LAKE COUNTY	$2,133.01
MN	LAKE CRYSTAL CITY	$461.43
MN	LAKEFIELD CITY	$1,399.96
MN	LAKEVILLE CITY	$15,767.40
MN	LE SUEUR COUNTY	$2,275.73
MN	LINO LAKES CITY	$5,071.02
MN	LYON COUNTY	$2,768.53
MN	MANKATO CITY	$10,797.25
MN	MAPLE GROVE CITY	$14,925.93
MN	MAPLEWOOD CITY	$15,428.53
MN	MCLEOD COUNTY	$4,369.66

State	Jurisdiction Name	Award Amount
MN	MEDINA CITY	$3,313.15
MN	MEEKER COUNTY	$3,715.09
MN	MINNETONKA CITY	$9,800.58
MN	MOORHEAD CITY	$13,145.75
MN	MOUNTAIN LAKE CITY	$1,845.69
MN	NEW BRIGHTON CITY	$3,691.37
MN	NEW PRAGUE CITY	$732.28
MN	NEW RICHLAND CITY	$880.85
MN	NICOLLET COUNTY	$2,994.88
MN	NOBLES COUNTY	$2,621.80
MN	NORTH BRANCH CITY	$1,845.69
MN	NORTHFIELD CITY	$6,579.20
MN	ORONO CITY	$609.08
MN	OSAKIS CITY	$3,783.66
MN	RAMSEY CITY	$2,337.33
MN	RED WING CITY	$3,691.37
MN	REDWOOD COUNTY	$1,407.41
MN	RICHFIELD CITY	$10,010.41
MN	ROSEVILLE CITY	$11,350.96
MN	SARTELL CITY	$3,765.94
MN	SAUK CENTRE CITY	$2,353.25
MN	SAUK RAPIDS CITY	$2,546.91
MN	SAVAGE CITY	$7,855.00
MN	SHAKOPEE CITY	$12,543.27
MN	SOUTH ST PAUL CITY	$4,332.75
MN	SPRINGFIELD CITY	$4,210.47
MN	SPRINGLAKE PARK CITY	$1,845.69
MN	ST ANTHONY CITY	$804.70
MN	ST CLOUD CITY	$27,520.48
MN	ST JAMES CITY	$865.81
MN	ST JOSEPH CITY	$799.81
MN	ST LOUIS PARK CITY	$11,572.44
MN	STEELE COUNTY	$2,436.31
MN	STEVENS COUNTY	$2,463.02
MN	STILLWATER CITY	$2,472.30
MN	SWIFT COUNTY	$2,072.71
MN	THIEF RIVER FALLS CITY	$1,391.19
MN	TODD COUNTY	$1,495.01
MN	VIRGINIA CITY	$4,112.19
MN	WABASHA CITY	$1,844.26
MN	WABASHA COUNTY	$9,945.24
MN	WAITE PARK CITY	$4,152.79
MN	WASECA CITY	$4,198.93
MN	WAYZATA CITY	$1,523.16
MN	WEST CONCORD CITY	$735.51
MN	WEST ST PAUL CITY	$9,389.92
MN	WHITE BEAR LAKE CITY	$3,691.37
MN	WILLMAR CITY	$6,403.85

State	Jurisdiction Name	Award Amount
MN	WINDOM CITY	$1,775.53
MN	WINONA COUNTY	$18,456.84
MN	WOODBURY CITY	$12,435.30
MN	WORTHINGTON CITY	$9,423.14
MN	ZUMBROTA CITY	$1,384.27
	Totals for MN(127 Jurisdictions):	**$687,284.10**
MO	ARNOLD CITY	$6,194.58
MO	AUXVASSE CITY	$1,845.69
MO	BELTON CITY	$22,823.72
MO	BILLINGS CITY	$1,438.25
MO	BLUE SPRINGS CITY	$11,489.80
MO	BOONVILLE CITY	$3,691.37
MO	BRANSON WEST CITY	$1,672.64
MO	BROOKFIELD CITY	$1,672.66
MO	BUCHANAN COUNTY	$15,543.01
MO	BUFFALO CITY	$2,211.41
MO	BYRNES MILL CITY	$1,651.89
MO	CAMDENTON CITY	$1,983.19
MO	CANTON CITY	$922.85
MO	CAPE GIRARDEAU CITY	$6,120.75
MO	CAPE GIRARDEAU COUNTY	$6,542.95
MO	CARL JUNCTION CITY	$1,128.16
MO	CHESTERFIELD CITY	$7,521.16
MO	CHILLICOTHE CITY	$2,768.53
MO	CHRISTIAN COUNTY	$8,028.73
MO	CLINTON CITY	$833.33
MO	CLINTON COUNTY	$9,216.89
MO	COLE COUNTY	$7,846.47
MO	COOPER COUNTY	$4,141.18
MO	CREVE COEUR CITY	$2,890.81
MO	CRYSTAL CITY	$2,052.80
MO	DESLOGE CITY	$6,292.24
MO	DEXTER CITY	$593.02
MO	DOUGLAS COUNTY	$4,006.06
MO	EDMUNDSON CITY	$2,229.59
MO	EXCELSIOR SPRINGS CITY	$4,367.19
MO	FESTUS CITY	$1,545.27
MO	FRONTENAC CITY	$8,672.41
MO	FULTON CITY	$1,384.27
MO	GLADSTONE CITY	$6,569.35
MO	GLENDALE CITY	$4,152.79
MO	GRAIN VALLEY CITY	$6,694.17
MO	GRANDVIEW CITY	$5,365.87
MO	HANNIBAL CITY	$3,008.47
MO	HAZELWOOD CITY	$9,498.35
MO	HENRY COUNTY	$5,947.66
MO	HOLLISTER CITY	$1,670.58
MO	HOWELL COUNTY	$16,233.78

State	Jurisdiction Name	Award Amount
MO	JEFFERSON CITY	$11,016.43
MO	JOHNSON COUNTY	$25,051.00
MO	JOPLIN CITY	$19,111.13
MO	KIMBERLING CITY CITY	$957.45
MO	KIRKWOOD CITY	$8,273.28
MO	LADUE CITY	$2,890.81
MO	LAKE ST LOUIS CITY	$3,767.51
MO	LAMAR CITY	$1,372.73
MO	LAWRENCE COUNTY	$25,491.07
MO	LAWSON CITY	$2,953.10
MO	LEWIS COUNTY	$1,668.04
MO	LIVINGSTON COUNTY	$4,041.59
MO	MARSHALL CITY	$3,604.62
MO	MARYVILLE CITY	$3,322.23
MO	MILLER COUNTY	$10,082.05
MO	MOBERLY CITY	$4,189.71
MO	MOLINE ACRES CITY	$10,988.47
MO	MONETT CITY	$2,495.78
MO	NEOSHO CITY	$2,403.08
MO	NEVADA CITY	$4,471.17
MO	NEWTON COUNTY	$5,317.60
MO	NIXA CITY	$7,068.97
MO	NORMANDY CITY	$3,716.75
MO	NORTH KANSAS CITY	$6,207.50
MO	O FALLON CITY	$26,998.26
MO	OAK GROVE CITY	$3,565.86
MO	ODESSA CITY	$4,856.46
MO	OLIVETTE CITY	$3,068.45
MO	ORONOGO CITY	$550.48
MO	OSAGE BEACH CITY	$1,557.30
MO	OVERLAND CITY	$4,516.39
MO	OZARK CITY	$5,075.17
MO	PAGEDALE CITY	$10,151.26
MO	PARK HILLS CITY	$9,260.72
MO	PECULIAR CITY	$2,655.94
MO	PERRY COUNTY	$7,105.89
MO	PEVELY CITY	$4,595.76
MO	PHELPS COUNTY	$4,586.53
MO	PLATTE CITY	$1,377.35
MO	PLEASANT HILL CITY	$3,017.70
MO	PLEASANT VALLEY CITY	$3,161.34
MO	RAYMORE CITY	$8,719.64
MO	RAYTOWN CITY	$15,284.09
MO	REPUBLIC CITY	$3,636.00
MO	RICHMOND HEIGHTS CITY	$2,064.86
MO	RIVERSIDE CITY	$3,288.94
MO	ROLLA CITY	$5,813.91
MO	SEDALIA CITY	$6,082.33

State	Jurisdiction Name	Award Amount
MO	SHREWSBURY CITY	$2,256.35
MO	SIKESTON CITY	$7,428.88
MO	ST ANN CITY	$733.22
MO	ST CHARLES CITY	$22,300.47
MO	ST FRANCOIS COUNTY	$12,181.51
MO	ST JAMES CITY	$1,790.30
MO	ST JOSEPH CITY	$855.55
MO	ST PETERS CITY	$7,846.47
MO	ST ROBERT CITY	$7,029.75
MO	ST. JOHN P.D.	$2,064.86
MO	STE GENEVIEVE COUNTY	$6,392.99
MO	TANEY COUNTY	$7,449.18
MO	TEXAS COUNTY	$2,957.55
MO	TRENTON CITY	$2,758.77
MO	TROY CITY	$5,583.20
MO	UNION CITY	$1,238.92
MO	UNIVERSITY CITY	$11,074.10
MO	VERSAILLES CITY	$5,536.75
MO	WARRENSBURG CITY	$5,933.88
MO	WARRENTON CITY	$1,614.98
MO	WASHINGTON CITY	$2,890.81
MO	WEBB CITY	$1,865.53
MO	WEBSTER GROVES CITY	$3,303.78
MO	WENTZVILLE CITY	$10,324.30
MO	WOODSON TERRACE CITY	$1,018.91
	Totals for MO(115 Jurisdictions):	**$666,347.60**
MS	AMORY CITY	$1,995.56
MS	ATTALA COUNTY	$8,305.58
MS	BATESVILLE CITY	$5,813.91
MS	BAY SPRINGS TOWN	$2,735.31
MS	BILOXI CITY	$23,786.25
MS	BUDE TOWN	$402.48
MS	CARTHAGE CITY	$1,845.69
MS	CHICKASAW COUNTY	$8,020.80
MS	CRYSTAL SPRINGS CITY	$6,300.67
MS	D IBERVILLE CITY	$6,229.19
MS	DECATUR TOWN	$922.85
MS	ECRU TOWN	$6,321.47
MS	FOREST CITY	$4,614.21
MS	FORREST COUNTY	$15,233.39
MS	GLUCKSTADT CITY	$1,197.39
MS	GULFPORT CITY	$9,137.80
MS	HERNANDO CITY	$4,614.21
MS	HORN LAKE CITY	$4,614.21
MS	JACKSON PUBLIC SCH DIST	$6,146.59
MS	JONES COUNTY	$10,343.38
MS	LAFAYETTE COUNTY	$7,428.49
MS	LAKE TOWN	$840.92

State	Jurisdiction Name	Award Amount
MS	LAMAR COUNTY	$4,614.21
MS	LAUREL CITY	$4,788.72
MS	LEAKE COUNTY	$2,768.53
MS	LEE COUNTY	$9,228.42
MS	LINCOLN COUNTY	$6,439.59
MS	LOUISVILLE CITY	$1,675.26
MS	LUCEDALE CITY	$7,613.45
MS	LONG BEACH	$5,023.22
MS	MADISON CITY	$16,149.29
MS	MERIDIAN CITY	$13,288.92
MS	MORTON CITY	$4,614.21
MS	NEW ALBANY CITY	$3,324.86
MS	NEWTON CITY	$922.85
MS	OLIVE BRANCH CITY	$9,648.31
MS	PASCAGOULA CITY	$6,090.76
MS	PASS CHRISTIAN CITY	$1,614.98
MS	PHILADELPHIA CITY	$3,691.37
MS	PONTOTOC CITY	$8,513.22
MS	POPLARVILLE CITY	$2,471.74
MS	PRENTISS COUNTY	$18,456.84
MS	RALEIGH TOWN	$2,307.11
MS	RICHLAND CITY	$4,152.79
MS	RIDGELAND CITY	$7,267.38
MS	SIMPSON COUNTY	$8,859.28
MS	STARKVILLE CITY	$8,305.58
MS	STONE COUNTY	$2,119.17
MS	STONEWALL TOWN	$830.56
MS	TUNICA TOWN	$1,845.69
MS	TUPELO CITY	$23,209.47
MS	UNION COUNTY	$11,074.10
MS	UNION TOWN	$2,307.11
MS	VICKSBURG CITY	$4,788.72
MS	WATER VALLEY CITY	$2,992.32
MS	WINONA CITY	$2,054.25
	Totals for MS(56 Jurisdictions):	**$349,902.63**
MT	BOZEMAN CITY	$19,521.33
MT	CASCADE COUNTY	$7,968.74
MT	COLUMBIA FALLS CITY	$3,399.75
MT	GLASGOW CITY	$2,065.12
MT	GREAT FALLS CITY	$8,409.40
MT	HAMILTON CITY	$1,650.05
MT	HAVRE CITY	$5,229.75
MT	HELENA CITY	$7,844.16
MT	HILL COUNTY	$3,945.15
MT	KALISPELL CITY	$10,224.33
MT	LAKE COUNTY	$9,390.38
MT	LEWIS AND CLARK COUNTY	$5,029.49
MT	MANHATTAN TOWN	$666.76

State	Jurisdiction Name	Award Amount
MT	MINERAL COUNTY	$2,296.99
MT	MISSOULA CITY	$12,029.25
MT	RAVALLI COUNTY	$9,053.65
MT	SHERIDAN COUNTY	$967.14
MT	VALLEY COUNTY	$2,076.40
MT	WHITEFISH CITY	$2,636.10
	Totals for MT(19 Jurisdictions):	**$114,403.94**
NC	ANGIER TOWN	$3,221.32
NC	APEX TOWN	$10,218.69
NC	ASHEVILLE CITY	$40,235.90
NC	AVERY COUNTY	$13,000.07
NC	AYDEN TOWN	$3,061.53
NC	BELMONT CITY	$9,205.16
NC	BOILING SPRINGS TOWN	$1,696.43
NC	BOONE TOWN	$10,114.35
NC	BURGAW TOWN	$687.52
NC	BURKE COUNTY	$2,472.49
NC	BURLINGTON CITY	$14,085.67
NC	CALDWELL COUNTY	$13,191.26
NC	CATAWBA TOWN	$5,403.24
NC	CHEROKEE COUNTY	$5,190.99
NC	CHERRYVILLE CITY	$2,122.54
NC	CLAY COUNTY	$9,207.80
NC	CLAYTON TOWN	$4,171.59
NC	CRAMERTON TOWN	$3,266.86
NC	DAVIE COUNTY	$17,711.55
NC	DUCK TOWN	$2,296.36
NC	DUNN CITY	$4,088.01
NC	DUPLIN COUNTY	$19,205.72
NC	ELIZABETH CITY	$6,826.73
NC	ELON COLLEGE TOWN	$2,828.15
NC	EMERALD ISLE TOWN	$5,794.07
NC	FRANKLIN COUNTY	$9,761.36
NC	FUQUAY-VARINA TOWN	$10,909.45
NC	GASTONIA CITY	$27,692.17
NC	GOLDSBORO CITY	$9,507.49
NC	GRAHAM CITY	$7,710.40
NC	GREENVILLE CITY	$19,771.89
NC	HAVELOCK CITY	$3,703.95
NC	HAW RIVER TOWN	$449.59
NC	HAYWOOD COUNTY	$16,791.43
NC	HENDERSON CITY	$8,353.84
NC	HICKORY CITY	$17,149.11
NC	HILLSBOROUGH TOWN	$5,544.99
NC	HUNTERSVILLE TOWN	$29,960.03
NC	JACKSONVILLE CITY	$22,735.19
NC	KERNERSVILLE TOWN	$7,851.08
NC	KILL DEVIL HILLS TOWN	$2,537.82

State	Jurisdiction Name	Award Amount
NC	KINGS MOUNTAIN CITY	$2,880.84
NC	KINSTON CITY	$7,970.13
NC	KNIGHTDALE TOWN	$4,385.35
NC	LELAND TOWN	$9,630.87
NC	LENOIR CITY	$4,460.51
NC	LILLINGTON TOWN	$8,318.96
NC	LUMBERTON CITY	$21,384.55
NC	MACON COUNTY	$10,920.97
NC	MARION CITY	$5,972.80
NC	MAYODAN TOWN	$6,665.23
NC	MCDOWELL COUNTY	$9,669.88
NC	MOORESVILLE TOWN	$23,456.31
NC	MOUNT HOLLY CITY	$2,632.64
NC	NAGS HEAD TOWN	$1,398.11
NC	NASHVILLE TOWN	$5,150.01
NC	NEW BERN CITY	$15,203.13
NC	NEWPORT TOWN	$4,466.56
NC	NEWTON CITY	$4,815.83
NC	NORTH WILKESBORO TOWN	$797.96
NC	PAMLICO COUNTY	$7,172.81
NC	PASQUOTANK COUNTY	$7,844.16
NC	PENDER COUNTY	$13,288.92
NC	PERQUIMANS COUNTY	$4,513.59
NC	PERSON COUNTY	$6,016.81
NC	PINETOPS TOWN	$3,691.37
NC	RICHMOND COUNTY	$28,665.77
NC	RIVER BEND TOWN	$2,247.47
NC	ROCKINGHAM COUNTY	$9,517.90
NC	ROCKY MOUNT CITY	$25,193.58
NC	ROLESVILLE TOWN	$1,020.51
NC	RUTHERFORD COUNTY	$27,357.00
NC	SMITHFIELD TOWN	$2,599.30
NC	SOUTHERN PINES TOWN	$8,440.96
NC	SPARTA TOWN	$654.75
NC	STALLINGS TOWN	$2,902.80
NC	STATESVILLE CITY	$6,921.32
NC	SUNSET BEACH TOWN	$1,941.63
NC	SURRY COUNTY	$25,933.80
NC	SHELBY	$7,636.52
NC	TARBORO TOWN	$4,512.70
NC	WADESBORO TOWN	$2,221.78
NC	WAKE FOREST TOWN	$9,493.56
NC	WAXHAW TOWN	$11,602.35
NC	WENDELL TOWN	$2,307.11
NC	WHISPERING PINES VILLAGE	$2,295.80
NC	WILKESBORO TOWN	$8,625.81
NC	WILSON CITY	$8,767.00
NC	WILSON COUNTY	$4,004.45

State	Jurisdiction Name	Award Amount
NC	WILSON'S MILLS TOWN	$3,989.80
NC	WOODFIN TOWN	$2,941.56
NC	WRIGHTSVILLE BEACH TOWN	$1,249.03
NC	YOUNGSVILLE TOWN	$1,842.12
NC	ZEBULON TOWN	$7,320.70
	Totals for NC(94 Jurisdictions):	**$824,649.17**
ND	BEULAH CITY	$2,461.22
ND	BISMARCK CITY	$19,690.36
ND	BOTTINEAU COUNTY	$2,535.05
ND	DEVILS LAKE CITY	$3,808.11
ND	DICKINSON CITY	$2,665.17
ND	GRAFTON CITY	$840.71
ND	GRAND FORKS CITY	$20,559.81
ND	GRAND FORKS COUNTY	$3,617.54
ND	JAMESTOWN CITY	$9,184.86
ND	MANDAN CITY	$9,521.28
ND	MCKENZIE COUNTY	$2,335.26
ND	MERCER COUNTY	$444.35
ND	MINOT CITY	$9,228.42
ND	RAMSEY COUNTY (DEVILS LAKE)	$2,514.75
ND	RAMSEY COUNTY (DEVILS LAKE)	$2,491.68
ND	SHERIDAN COUNTY	$1,172.01
ND	STARK COUNTY	$7,712.64
ND	WAHPETON CITY	$2,598.73
ND	WALSH COUNTY	$2,995.09
ND	WARD COUNTY	$7,292.30
ND	WATFORD CITY	$4,272.30
ND	WEST FARGO CITY	$25,003.94
	Totals for ND(22 Jurisdictions):	**$142,945.58**
NE	AURORA CITY	$1,947.43
NE	BEATRICE CITY	$2,307.11
NE	BELLEVUE CITY	$13,842.63
NE	BROKEN BOW CITY	$701.36
NE	CHADRON CITY	$2,367.09
NE	COLUMBUS CITY	$3,929.00
NE	FALLS CITY	$4,614.21
NE	GOTHENBURG CITY	$1,056.66
NE	HALL COUNTY	$6,278.57
NE	HASTINGS CITY	$6,128.53
NE	KEARNEY CITY	$11,070.41
NE	NEMAHA COUNTY	$2,740.84
NE	NORFOLK CITY	$4,614.21
NE	NORTH PLATTE CITY	$2,586.16
NE	PAPILLION CITY	$3,691.37
NE	PHELPS COUNTY	$1,730.33
NE	PLATTSMOUTH CITY	$1,822.62
NE	RALSTON CITY	$922.85
NE	RICHARDSON COUNTY	$1,990.57

State	Jurisdiction Name	Award Amount
NE	SCOTTS BLUFF COUNTY	$11,622.42
NE	SCOTTSBLUFF CITY	$2,373.55
NE	SOUTH SIOUX CITY	$1,756.63
NE	YORK CITY	$3,512.80
	Totals for NE(23 Jurisdictions):	**$93,607.35**
NH	ALLENSTOWN TOWN	$3,229.95
NH	ALSTEAD TOWN	$1,845.69
NH	ALTON TOWN	$3,356.26
NH	ANTRIM TOWN	$1,889.52
NH	ATKINSON TOWN	$1,186.78
NH	BEDFORD TOWN	$5,075.63
NH	BELMONT TOWN	$2,474.37
NH	CHESHIRE COUNTY	$2,999.25
NH	CHESTER TOWN	$4,001.91
NH	CLAREMONT CITY	$2,304.80
NH	CONCORD CITY	$9,293.94
NH	COOS COUNTY	$8,473.07
NH	DERRY TOWN	$14,233.34
NH	DOVER CITY	$3,116.90
NH	DUNBARTON TOWN	$824.79
NH	EPPING TOWN	$3,146.99
NH	EXETER TOWN	$1,762.98
NH	FARMINGTON TOWN	$1,151.41
NH	FREMONT TOWN	$2,188.87
NH	GILFORD TOWN	$2,768.53
NH	GOFFSTOWN TOWN	$5,253.28
NH	GRAFTON COUNTY	$2,202.96
NH	HAMPTON FALLS TOWN	$1,839.11
NH	HAVERHILL TOWN	$3,847.10
NH	HILLSBORO TOWN	$3,043.08
NH	HOOKSETT TOWN	$5,430.93
NH	HUDSON TOWN	$3,460.66
NH	JAFFREY TOWN	$3,394.22
NH	KEENE CITY	$3,672.91
NH	LACONIA CITY	$4,133.87
NH	LEE TOWN	$2,195.42
NH	MASON TOWN	$692.14
NH	MERRIMACK TOWN	$3,460.66
NH	MILFORD TOWN	$3,362.38
NH	MONT VERNON TOWN	$784.42
NH	NASHUA CITY	$22,172.20
NH	NEWFIELDS TOWN	$1,107.41
NH	NEWMARKET TOWN	$2,891.53
NH	ORFORD TOWN	$461.43
NH	OSSIPEE TOWN	$3,691.35
NH	PIERMONT TOWN	$695.22
NH	PITTSFIELD TOWN	$1,506.52
NH	PLAISTOW TOWN	$3,097.98

State	Jurisdiction Name	Award Amount
NH	PORTSMOUTH CITY	$7,408.23
NH	ROCHESTER CITY	$25,479.85
NH	STRATHAM TOWN	$680.12
NH	TILTON TOWN	$3,894.29
NH	WAKEFIELD TOWN	$1,113.65
NH	WINDHAM TOWN	$6,674.46
	Totals for NH(49 Jurisdictions):	**$202,972.36**
NJ	ABSECON CITY	$8,604.45
NJ	ANDOVER TOWNSHIP	$2,463.99
NJ	ASBURY PARK CITY	$4,856.44
NJ	ATLANTIC CITY	$48,888.46
NJ	ATLANTIC HIGHLANDS BOROUGH	$2,814.93
NJ	BARNEGAT TOWNSHIP	$7,844.16
NJ	BARRINGTON BOROUGH	$1,229.21
NJ	BAYONNE CITY	$32,142.58
NJ	BEACHWOOD BOROUGH	$2,768.53
NJ	BEDMINSTER TOWNSHIP	$2,646.69
NJ	BELLEVILLE TOWNSHIP	$11,952.83
NJ	BERGENFIELD BOROUGH	$8,344.03
NJ	BERKELEY TOWNSHIP	$8,305.58
NJ	BERLIN BOROUGH	$461.43
NJ	BERNARDSVILLE BOROUGH	$2,414.13
NJ	BLOOMFIELD TOWNSHIP	$12,560.80
NJ	BLOOMINGDALE BOROUGH	$4,194.25
NJ	BORDENTOWN CITY	$2,688.56
NJ	BRIDGETON CITY	$3,784.86
NJ	BRIGANTINE CITY	$5,552.84
NJ	BURLINGTON TOWNSHIP	$13,960.01
NJ	BUTLER BOROUGH	$1,833.32
NJ	BRIDGEWATER TOWNSHIP	$13,643.89
NJ	CALDWELL BOROUGH	$1,845.69
NJ	CAPE MAY COUNTY	$17,995.42
NJ	CARLSTADT BOROUGH	$12,153.83
NJ	CARNEYS POINT TOWNSHIP	$4,888.85
NJ	CARTERET BOROUGH	$8,992.39
NJ	CEDAR GROVE TOWNSHIP	$4,146.84
NJ	CHATHAM BOROUGH	$2,027.95
NJ	CHERRY HILL TOWNSHIP	$9,959.91
NJ	CHESTERFIELD TOWNSHIP	$1,453.48
NJ	CINNAMINSON TOWNSHIP	$7,461.18
NJ	CLIFFSIDE PARK BOROUGH	$7,636.52
NJ	CLIFTON CITY	$15,705.57
NJ	CRANFORD TOWNSHIP	$7,186.82
NJ	DEAL BOROUGH	$2,307.11
NJ	DELANCO TOWNSHIP	$4,916.83
NJ	DELAWARE TOWNSHIP	$2,357.87
NJ	DELRAN TOWNSHIP	$3,415.81
NJ	DENVILLE TOWNSHIP	$4,429.64

State	Jurisdiction Name	Award Amount
NJ	DOVER TOWN	$2,229.68
NJ	DUMONT BOROUGH	$11,803.18
NJ	DEPTFORD TOWNSHIP	$8,359.10
NJ	EAST HANOVER TOWNSHIP	$5,503.83
NJ	EAST RUTHERFORD BOROUGH	$13,012.07
NJ	EASTAMPTON TOWNSHIP	$6,161.12
NJ	EDGEWATER BOROUGH	$4,809.86
NJ	EGG HARBOR CITY	$2,189.17
NJ	EGG HARBOR TOWNSHIP	$10,981.82
NJ	ENGLEWOOD CITY	$4,945.89
NJ	EVESHAM TOWNSHIP	$10,782.11
NJ	EAST WINDSOR TOWNSHIP	$10,260.30
NJ	FAIR LAWN BOROUGH	$24,870.22
NJ	FANWOOD BOROUGH	$1,730.33
NJ	FLORENCE TOWNSHIP	$843.01
NJ	FORT LEE BOROUGH	$16,160.67
NJ	FRANKLIN BOROUGH	$1,568.84
NJ	FRANKLIN LAKES BOROUGH	$2,284.04
NJ	FRANKLIN TOWNSHIP	$3,229.95
NJ	FREEHOLD BOROUGH	$3,709.33
NJ	FREEHOLD TOWNSHIP	$2,066.99
NJ	GALLOWAY TOWNSHIP	$15,660.07
NJ	GARFIELD CITY	$11,660.95
NJ	GARWOOD BOROUGH	$922.80
NJ	GLASSBORO BOROUGH	$3,564.20
NJ	GLOUCESTER CITY	$9,020.14
NJ	GLOUCESTER TOWNSHIP	$15,656.94
NJ	GREEN BROOK TOWNSHIP	$5,455.99
NJ	GUTTENBERG TOWN	$4,650.96
NJ	HACKENSACK CITY	$28,238.96
NJ	HACKETTSTOWN TOWN	$2,723.50
NJ	HADDON HEIGHTS BOROUGH	$1,723.24
NJ	HADDON TOWNSHIP	$2,958.67
NJ	HALEDON BOROUGH	$27,037.23
NJ	HARVEY CEDARS BOROUGH	$1,202.69
NJ	HASBROUCK HEIGHTS BOROUGH	$4,997.47
NJ	HAWTHORNE BOROUGH	$6,100.47
NJ	HILLSBOROUGH TOWNSHIP	$1,940.74
NJ	HILLSIDE TOWNSHIP	$8,992.39
NJ	HOBOKEN CITY	$16,660.99
NJ	HOLMDEL TOWNSHIP	$1,845.69
NJ	HOPATCONG BOROUGH	$12,977.96
NJ	HOPEWELL TOWNSHIP	$5,190.99
NJ	HOWELL TOWNSHIP	$7,105.89
NJ	IRVINGTON TOWNSHIP	$5,024.88
NJ	JACKSON TOWNSHIP	$20,905.25
NJ	JEFFERSON TOWNSHIP	$7,613.45
NJ	KEANSBURG BOROUGH	$9,400.07

State	Jurisdiction Name	Award Amount
NJ	KEARNY TOWN	$10,985.33
NJ	KENILWORTH BOROUGH	$3,021.27
NJ	KEYPORT BOROUGH	$4,796.71
NJ	LACEY TOWNSHIP	$4,016.58
NJ	LAWRENCE TOWNSHIP	$11,673.95
NJ	LINDENWOLD BOROUGH	$6,614.77
NJ	LITTLE FALLS TOWNSHIP	$777.59
NJ	LODI BOROUGH	$5,492.67
NJ	LOGAN TOWNSHIP	$6,514.94
NJ	LONG HILL TOWNSHIP	$2,184.56
NJ	MADISON BOROUGH	$6,921.32
NJ	MAGNOLIA BOROUGH	$1,661.12
NJ	MAHWAH TOWNSHIP	$6,644.46
NJ	MANALAPAN TOWNSHIP	$13,182.06
NJ	MANCHESTER TOWNSHIP	$7,922.42
NJ	MANTOLOKING BOROUGH	$1,620.15
NJ	MANTUA TOWNSHIP	$2,872.35
NJ	MANVILLE BOROUGH	$3,326.63
NJ	MAPLEWOOD TOWNSHIP	$7,198.17
NJ	MATAWAN BOROUGH	$2,338.49
NJ	MAYWOOD BOROUGH	$3,557.56
NJ	MEDFORD LAKES BOROUGH	$1,136.95
NJ	MEDFORD TOWNSHIP	$7,606.90
NJ	MENDHAM TOWNSHIP	$1,398.08
NJ	MERCHANTVILLE BOROUGH	$1,267.92
NJ	METUCHEN BOROUGH	$869.31
NJ	MIDDLE TOWNSHIP	$11,283.52
NJ	MIDDLETOWN TOWNSHIP	$27,811.46
NJ	MILLVILLE CITY	$5,970.79
NJ	MONTCLAIR TOWNSHIP	$11,764.91
NJ	MONTGOMERY TOWNSHIP	$15,531.71
NJ	MONTVILLE TOWNSHIP	$5,998.48
NJ	MOORESTOWN TOWNSHIP	$4,277.74
NJ	MORRIS PLAINS BOROUGH	$581.40
NJ	MORRIS TOWNSHIP	$1,614.98
NJ	MOUNT HOLLY TOWNSHIP	$1,651.67
NJ	MOUNT OLIVE TOWNSHIP	$7,958.59
NJ	MULLICA TOWNSHIP	$1,830.55
NJ	NEPTUNE CITY BOROUGH	$1,843.81
NJ	NEPTUNE TOWNSHIP	$14,592.78
NJ	NEW MILFORD BOROUGH	$6,594.52
NJ	NEW PROVIDENCE BOROUGH	$1,999.99
NJ	NEWTON TOWN	$1,845.69
NJ	NORTH ARLINGTON BOROUGH	$2,353.25
NJ	NORTH BERGEN TOWNSHIP	$13,087.98
NJ	NORTH CALDWELL BOROUGH	$2,883.88
NJ	NORTH HALEDON BOROUGH	$1,356.58
NJ	NORTH PLAINFIELD BOROUGH	$1,955.37

State	Jurisdiction Name	Award Amount
NJ	NORWOOD BOROUGH	$1,412.87
NJ	OAKLAND BOROUGH	$898.33
NJ	OAKLYN BOROUGH	$1,287.37
NJ	OCEAN CITY	$2,338.49
NJ	OCEAN TOWNSHIP	$1,247.89
NJ	OLD TAPPAN BOROUGH	$2,205.12
NJ	PALISADES PARK BOROUGH	$4,322.34
NJ	PARAMUS BOROUGH	$14,950.04
NJ	PARK RIDGE BOROUGH	$8,859.28
NJ	PARSIPPANY-TROY HILLS TOWNSHIP	$12,206.20
NJ	PASSAIC CITY	$14,413.31
NJ	PAULSBORO BOROUGH	$3,144.05
NJ	PEQUANNOCK TOWNSHIP	$6,279.02
NJ	PINE HILL BOROUGH	$4,231.71
NJ	PLAINFIELD CITY	$13,071.04
NJ	PLAINSBORO TOWNSHIP	$1,208.55
NJ	POINT PLEASANT BEACH BOROUGH	$2,307.11
NJ	POMPTON LAKES BOROUGH	$3,462.51
NJ	PROSPECT PARK BOROUGH	$5,603.50
NJ	RARITAN BOROUGH	$4,415.66
NJ	RARITAN TOWNSHIP	$4,614.21
NJ	RED BANK BOROUGH	$6,046.46
NJ	RIDGEWOOD VILLAGE	$12,056.93
NJ	RINGWOOD BOROUGH	$5,543.88
NJ	RIVER EDGE BOROUGH	$2,717.77
NJ	RIVER VALE TOWNSHIP	$2,561.67
NJ	RIVERDALE BOROUGH	$4,953.45
NJ	RIVERTON BOROUGH	$993.67
NJ	ROCHELLE PARK TOWNSHIP	$8,204.07
NJ	ROSELAND BOROUGH	$4,042.74
NJ	ROSELLE BOROUGH	$20,185.87
NJ	ROSELLE PARK BOROUGH	$9,020.14
NJ	ROXBURY TOWNSHIP	$5,957.51
NJ	RUNNEMEDE BOROUGH	$1,370.15
NJ	ROBBINSVILLE TOWNSHIP	$2,284.04
NJ	SADDLE BROOK TOWNSHIP	$3,691.37
NJ	SADDLE RIVER BOROUGH	$1,447.02
NJ	SALEM COUNTY	$14,316.51
NJ	SCOTCH PLAINS TOWNSHIP	$5,979.60
NJ	SOMERDALE BOROUGH	$528.97
NJ	SOUTH BRUNSWICK TOWNSHIP	$5,573.97
NJ	SOUTH ORANGE VILLAGE TOWNSHIP	$9,439.82
NJ	SOUTH RIVER BOROUGH	$8,553.09
NJ	SPARTA TOWNSHIP	$5,537.05
NJ	SPRING LAKE HTS BOROUGH	$3,333.77
NJ	STAFFORD TOWNSHIP	$2,930.21
NJ	STANHOPE BOROUGH	$1,384.27
NJ	SUMMIT CITY	$7,333.27

State	Jurisdiction Name	Award Amount
NJ	SPOTSWOOD BOROUGH	$3,300.04
NJ	TENAFLY BOROUGH	$2,495.69
NJ	TRENTON CITY	$40,356.79
NJ	UNION CITY	$7,751.87
NJ	UNION TOWNSHIP	$538.76
NJ	UPPER SADDLE RIVER BOROUGH	$1,367.24
NJ	VERNON TOWNSHIP	$5,669.89
NJ	VINELAND CITY	$37,490.80
NJ	VOORHEES TOWNSHIP	$8,236.37
NJ	WALL TOWNSHIP	$5,661.45
NJ	WALLINGTON BOROUGH	$5,283.53
NJ	WASHINGTON TOWNSHIP (LONG VALLEY)	$6,762.86
NJ	WASHINGTON TOWNSHIP (SEWELL)	$21,046.98
NJ	WATCHUNG BOROUGH	$3,885.17
NJ	WAYNE TOWNSHIP	$13,997.67
NJ	WEEHAWKEN TOWNSHIP	$6,876.53
NJ	WEST MILFORD TOWNSHIP	$16,611.15
NJ	WEST NEW YORK TOWN	$53,436.22
NJ	WEST PATERSON BOROUGH	$4,961.98
NJ	WESTAMPTON TOWNSHIP	$5,842.33
NJ	WESTFIELD TOWN	$6,462.57
NJ	WESTWOOD BOROUGH	$2,776.42
NJ	WHARTON BOROUGH	$2,288.19
NJ	WILDWOOD CITY	$9,553.72
NJ	WILDWOOD CREST BOROUGH	$3,488.35
NJ	WILLINGBORO TOWNSHIP	$7,099.98
NJ	WINSLOW TOWNSHIP	$21,787.93
NJ	WOODCLIFF LAKE BOROUGH	$1,653.59
NJ	WYCKOFF TOWNSHIP	$9,523.73
NJ	WINFIELD TOWNSHIP	$2,178.51
	Totals for NJ(215 Jurisdictions):	**$1,566,815.86**
NM	ALAMOGORDO CITY	$13,473.49
NM	ARTESIA CITY	$11,139.99
NM	AZTEC CITY	$2,768.53
NM	BLOOMFIELD CITY	$869.78
NM	CLOVIS CITY	$7,085.81
NM	CURRY COUNTY	$14,230.22
NM	FARMINGTON CITY	$26,762.41
NM	HOBBS CITY	$14,911.16
NM	LOGAN VILLAGE	$578.17
NM	LOS LUNAS VILLAGE	$11,535.52
NM	LOS ALAMOS COUNTY	$3,691.37
NM	OTERO COUNTY	$21,640.64
NM	RAMAH NAVAJO CHAPTER	$4,205.86
NM	RIO ARRIBA COUNTY	$3,622.16
NM	SANTA FE CITY	$38,110.13
NM	SOCORRO COUNTY	$3,229.95
NM	VALENCIA COUNTY	$10,309.67

State	Jurisdiction Name	Award Amount
	Totals for NM(17 Jurisdictions):	**$188,164.86**
NV	BOULDER CITY	$5,306.34
NV	DOUGLAS COUNTY	$42,035.44
NV	ELKO CITY	$6,459.90
NV	ELKO COUNTY	$12,735.22
NV	FALLON CITY	$3,088.66
NV	LINCOLN COUNTY	$5,195.14
NV	LYON COUNTY	$8,645.25
NV	MINERAL COUNTY	$5,888.73
NV	PYRAMID LAKE PAIUTE TRIBE	$6,091.23
NV	WINNEMUCCA CITY	$8,080.41
	Totals for NV(10 Jurisdictions):	**$103,526.32**
NY	ALBION VILLAGE	$1,873.24
NY	ALLEGANY COUNTY	$6,319.46
NY	ALLEGANY VILLAGE	$2,390.70
NY	AMITYVILLE VILLAGE	$2,030.26
NY	AMSTERDAM CITY	$5,306.55
NY	ARCADE VILLAGE	$1,832.77
NY	AUBURN CITY	$17,061.04
NY	AVON VILLAGE	$1,342.74
NY	BATAVIA CITY	$4,651.13
NY	BATH VILLAGE	$3,259.53
NY	BEACON CITY	$5,202.48
NY	BEDFORD TOWN	$4,986.47
NY	BETHEL TOWN	$3,229.95
NY	BETHLEHEM TOWN	$4,931.67
NY	BINGHAMTON CITY	$13,381.21
NY	BLASDELL VILLAGE	$5,583.20
NY	BRANT TOWN	$5,339.57
NY	BRIGHTON TOWN	$15,452.06
NY	CAIRO TOWN	$5,412.47
NY	CANAJOHARIE VILLAGE	$2,054.28
NY	CANANDAIGUA CITY	$1,363.50
NY	CANTON VILLAGE	$1,111.17
NY	CARMEL TOWN	$5,581.51
NY	CATTARAUGUS COUNTY	$13,559.35
NY	CAYUGA COUNTY	$16,783.08
NY	CHATHAM VILLAGE	$922.85
NY	CHENANGO COUNTY	$4,844.92
NY	CHESTER TOWN	$1,546.61
NY	CHITTENANGO VILLAGE	$2,357.13
NY	CICERO TOWN	$4,250.98
NY	CLARKSTOWN TOWN	$17,826.67
NY	COBLESKILL VILLAGE	$4,691.33
NY	COLONIE TOWN	$16,537.33
NY	COLUMBIA COUNTY	$13,749.88
NY	CORNING CITY	$2,570.52
NY	CORNWALL ON HUDSON VILLAGE	$1,157.73

State	Jurisdiction Name	Award Amount
NY	CORTLAND CITY	$5,555.29
NY	CORTLAND COUNTY	$5,194.40
NY	CROTON ON HUDSON VILLAGE	$4,217.02
NY	DELAWARE COUNTY	$3,253.02
NY	DELHI VILLAGE	$1,900.49
NY	DEPEW VILLAGE	$5,215.28
NY	DOLGEVILLE VILLAGE	$423.86
NY	DUNKIRK CITY	$3,524.52
NY	EAST FISHKILL TOWN	$2,325.01
NY	EAST GREENBUSH TOWN	$7,596.84
NY	EAST HAMPTON TOWN	$6,229.19
NY	ELMIRA HEIGHTS VILLAGE	$659.83
NY	ENDICOTT VILLAGE	$4,230.86
NY	ESSEX COUNTY	$3,134.90
NY	EVANS TOWN	$2,105.93
NY	FALLSBURG TOWN	$4,698.12
NY	FISHKILL TOWN	$6,357.85
NY	FORT PLAIN VILLAGE	$5,208.94
NY	FRANKFORT TOWN	$1,868.76
NY	FRANKLIN COUNTY	$2,768.53
NY	FREEPORT VILLAGE	$5,642.81
NY	FULTON CITY	$7,343.72
NY	GARDEN CITY VILLAGE	$4,992.53
NY	GATES TOWN	$4,119.87
NY	GEDDES TOWN	$1,275.30
NY	GENESEO VILLAGE	$922.85
NY	GLOVERSVILLE CITY	$4,112.79
NY	GOSHEN TOWN	$3,687.50
NY	GOSHEN VILLAGE	$1,430.41
NY	GREECE TOWN	$9,089.07
NY	GREENBURGH TOWN	$11,020.27
NY	GREENE COUNTY	$21,522.52
NY	GUILDERLAND TOWN	$15,428.70
NY	HAMBURG TOWN	$4,614.21
NY	HAMILTON VILLAGE	$5,354.65
NY	HARRIMAN VILLAGE	$899.78
NY	HARRISON TOWN	$6,307.63
NY	HASTINGS ON HUDSON VILLAGE	$1,275.30
NY	HAVERSTRAW TOWN	$11,604.17
NY	HEMPSTEAD VILLAGE	$9,648.31
NY	HERKIMER COUNTY	$2,659.89
NY	HIGHLANDS TOWN	$7,506.93
NY	HOMER VILLAGE	$2,125.49
NY	HOOSICK FALLS VILLAGE	$8,777.93
NY	HORNELL CITY	$3,019.82
NY	HUDSON FALLS VILLAGE	$2,307.11
NY	HYDE PARK TOWN	$1,875.01
NY	ILION VILLAGE	$2,214.82

State	Jurisdiction Name	Award Amount
NY	IRONDEQUOIT TOWN	$5,015.83
NY	IRVINGTON VILLAGE	$1,247.09
NY	JAMESTOWN CITY	$14,477.31
NY	JOHNSON CITY VILLAGE	$5,141.04
NY	JOHNSTOWN CITY	$6,802.79
NY	KENMORE VILLAGE	$6,450.67
NY	KENT TOWN	$6,142.81
NY	KINGSTON CITY	$24,212.14
NY	LACKAWANNA CITY	$5,811.97
NY	LAKE SUCCESS VILLAGE	$3,149.20
NY	LAKEWOOD VILLAGE	$2,827.86
NY	LANCASTER TOWN	$8,501.96
NY	LARCHMONT VILLAGE	$4,700.37
NY	LE ROY VILLAGE	$1,488.83
NY	LEWISBORO TOWN	$4,159.71
NY	LEWISTON VILLAGE	$13,381.21
NY	LIBERTY VILLAGE	$1,874.48
NY	LITTLE FALLS CITY	$3,838.22
NY	LOCKPORT CITY	$2,339.57
NY	LONG BEACH CITY	$2,288.12
NY	MACEDON TOWN	$779.81
NY	MADISON COUNTY	$11,295.59
NY	MAMARONECK TOWN	$6,690.61
NY	MAMARONECK VILLAGE	$20,861.36
NY	MANLIUS TOWN	$5,687.25
NY	MARLBOROUGH TOWN	$4,276.36
NY	MEDINA VILLAGE	$1,211.23
NY	MIDDLETOWN CITY	$6,748.28
NY	MILLBROOK VILLAGE	$3,420.76
NY	MONTGOMERY COUNTY	$2,312.32
NY	MOUNT HOPE TOWN	$1,810.40
NY	NEW CASTLE TOWN	$3,691.37
NY	NEW HARTFORD TOWN	$10,776.95
NY	NEW PALTZ	$2,543.36
NY	NEW ROCHELLE CITY	$28,354.31
NY	NEW WINDSOR TOWN	$3,619.77
NY	NEW YORK MILLS VILLAGE	$1,700.40
NY	NEWBURGH CITY	$4,383.50
NY	NIAGARA TOWN	$6,944.39
NY	NISKAYUNA TOWN	$2,759.81
NY	NORTH CASTLE TOWN	$3,668.30
NY	NORTH GREENBUSH TOWN	$2,768.53
NY	NORTH SALEM TOWN	$1,183.21
NY	NORTH SYRACUSE VILLAGE	$989.09
NY	NORTH TONAWANDA CITY	$6,332.80
NY	NORWICH CITY	$4,250.98
NY	OGDEN TOWN	$2,061.63
NY	OLD BROOKVILLE VILLAGE	$1,372.73

State	Jurisdiction Name	Award Amount
NY	OLD WESTBURY VILLAGE	$3,759.66
NY	ONEIDA CITY	$3,875.94
NY	ONEONTA CITY	$3,691.37
NY	ORANGETOWN TOWN	$10,535.72
NY	ORISKANY VILLAGE	$2,307.11
NY	ORLEANS COUNTY	$8,143.89
NY	PENN YAN VILLAGE	$3,623.87
NY	PERRY VILLAGE	$2,817.37
NY	PIERMONT VILLAGE	$2,307.11
NY	PLATTSBURGH CITY	$3,857.48
NY	PORT CHESTER VILLAGE	$11,329.89
NY	PORT JERVIS CITY	$4,069.74
NY	POUGHKEEPSIE CITY	$8,527.06
NY	POUGHKEEPSIE TOWN	$8,960.34
NY	QUOGUE VILLAGE	$1,873.37
NY	RHINEBECK VILLAGE	$850.20
NY	RIVERHEAD TOWN	$13,700.13
NY	ROCKVILLE CENTRE VILLAGE	$1,845.69
NY	ROME CITY	$9,954.70
NY	ROTTERDAM TOWN	$6,418.37
NY	RYE BROOK VILLAGE	$2,018.72
NY	RYE CITY	$7,869.20
NY	SARATOGA SPRINGS CITY	$2,989.51
NY	SAUGERTIES TOWN	$11,074.10
NY	SCHENECTADY CITY	$19,325.27
NY	SCHOHARIE COUNTY	$7,159.76
NY	SCOTIA VILLAGE	$6,921.32
NY	SENECA COUNTY	$3,460.66
NY	SHERRILL CITY	$1,715.11
NY	SOLVAY VILLAGE	$1,608.46
NY	SOMERS TOWN	$3,084.60
NY	SOUTH GLENS FALLS VILLAGE	$442.22
NY	SOUTHAMPTON TOWNSHIP	$12,906.87
NY	SOUTHOLD TOWN	$7,512.98
NY	SPRING VALLEY VILLAGE	$6,609.91
NY	SPRINGVILLE VILLAGE	$1,145.92
NY	ST JOHNSVILLE VILLAGE	$1,551.33
NY	STEUBEN COUNTY	$8,697.79
NY	STONY POINT TOWN	$4,614.21
NY	SUFFERN VILLAGE	$2,937.74
NY	SULLIVAN COUNTY	$5,075.63
NY	TARRYTOWN VILLAGE	$2,861.09
NY	TIOGA COUNTY	$3,217.84
NY	TONAWANDA CITY	$1,384.24
NY	TONAWANDA TOWN	$8,767.00
NY	TROY CITY	$18,550.23
NY	TUCKAHOE VILLAGE	$3,157.60
NY	TUXEDO PARK VILLAGE	$2,999.24

State	Jurisdiction Name	Award Amount
NY	TUXEDO TOWN	$904.39
NY	TOWN OF ROCHESTER	$3,368.38
NY	ULSTER TOWN	$5,848.79
NY	UTICA CITY	$19,783.42
NY	VERNON VILLAGE	$2,214.82
NY	VESTAL TOWN	$6,861.15
NY	WARREN COUNTY	$11,265.47
NY	WARWICK TOWN	$3,620.79
NY	WASHINGTON COUNTY	$35,760.12
NY	WASHINGTONVILLE VILLAGE	$3,491.58
NY	WATERLOO VILLAGE	$875.74
NY	WATERTOWN CITY	$9,948.24
NY	WATKINS GLEN VILLAGE	$1,811.89
NY	WAYNE COUNTY	$20,271.14
NY	WELLSVILLE VILLAGE	$1,128.72
NY	WESTFIELD VILLAGE	$3,916.66
NY	WESTHAMPTON BEACH VILLAGE	$3,691.37
NY	WHITE PLAINS CITY	$48,506.87
NY	WHITESTOWN TOWN	$2,073.35
NY	WOODBURY TOWN	$1,973.21
NY	WOODSTOCK TOWN	$2,307.11
NY	WYOMING COUNTY	$6,921.32
NY	YATES COUNTY	$9,833.80
NY	YORKVILLE VILLAGE	$7,689.47
	Totals for NY(204 Jurisdictions):	**$1,220,265.01**
OH	ATHENS CITY	$8,074.87
OH	AUSTINTOWN TOWNSHIP	$10,357.77
OH	BEACHWOOD CITY	$4,189.89
OH	BEAVERCREEK CITY	$8,099.00
OH	BEDFORD CITY	$5,099.81
OH	BELLEFONTAINE CITY	$3,077.36
OH	BEXLEY CITY	$4,000.86
OH	BLUE ASH CITY	$1,021.91
OH	BRATENAHL VILLAGE	$2,399.39
OH	BRECKSVILLE CITY	$7,585.90
OH	CANFIELD CITY	$3,649.61
OH	CANTON CITY	$15,886.21
OH	CENTERVILLE CITY	$6,370.43
OH	CHAGRIN FALLS VILLAGE	$3,851.02
OH	CHILLICOTHE CITY	$5,317.85
OH	CLEAR CREEK TOWNSHIP	$3,555.25
OH	COLERAIN TOWNSHIP	$10,501.94
OH	CUYAHOGA METROPOLITAN HOUSING AUTHORITY	$7,856.04
OH	DEER PARK CITY	$1,951.81
OH	DEFIANCE CITY	$4,770.14
OH	DELAWARE CITY	$10,416.58
OH	DELHI TOWNSHIP	$1,845.69
OH	DOYLESTOWN VILLAGE	$2,399.39

State	Jurisdiction Name	Award Amount
OH	EUCLID CITY	$21,375.23
OH	FAIRFIELD CITY	$9,228.42
OH	FOREST PARK CITY	$5,533.51
OH	FOREST VILLAGE	$2,903.73
OH	GALLIA COUNTY	$2,307.11
OH	GATES MILLS VILLAGE	$3,142.28
OH	GERMANTOWN VILLAGE	$9,228.42
OH	GREEN TOWNSHIP	$6,909.32
OH	GROVEPORT VILLAGE	$2,667.02
OH	HAMILTON CITY	$17,303.28
OH	HANCOCK COUNTY	$9,856.78
OH	HIGHLAND HEIGHTS CITY	$8,544.83
OH	HILLIARD CITY	$6,506.04
OH	HOLLAND VILLAGE	$2,537.82
OH	HUBER HEIGHTS CITY	$11,960.03
OH	HURON COUNTY	$3,816.88
OH	LAKEWOOD CITY	$33,528.87
OH	LIMA CITY	$6,668.11
OH	LOGAN COUNTY	$11,379.10
OH	LYNDHURST CITY	$3,687.68
OH	MANSFIELD CITY	$21,225.36
OH	MAPLE HEIGHTS CITY	$6,080.38
OH	MARIEMONT VILLAGE	$1,631.13
OH	MARYSVILLE CITY	$1,907.98
OH	MAYFIELD VILLAGE	$3,054.61
OH	MEDINA CITY	$2,460.74
OH	MENTOR CITY	$16,484.36
OH	MIAMI TOWNSHIP	$4,472.56
OH	MIAMISBURG CITY	$10,374.96
OH	MIDDLETOWN CITY	$32,197.19
OH	MILFORD CITY	$1,655.10
OH	MILTON TOWNSHIP	$3,602.70
OH	MORELAND HILLS VILLAGE	$5,537.05
OH	NEWARK CITY	$3,229.95
OH	NEWTOWN VILLAGE	$2,279.42
OH	NILES CITY	$16,759.55
OH	NORTH OLMSTED CITY	$7,084.66
OH	NORTHFIELD VILLAGE	$3,269.61
OH	NORTON CITY	$5,252.38
OH	NORWOOD CITY	$6,293.78
OH	OAKWOOD CITY	$5,199.89
OH	OAKWOOD VILLAGE	$3,691.37
OH	OTTAWA COUNTY	$6,694.30
OH	OXFORD CITY	$7,844.16
OH	OLMSTED TOWNSHIP	$4,614.21
OH	PARMA HEIGHTS CITY	$6,533.72
OH	PERRYSBURG CITY	$3,960.18
OH	PICKAWAY COUNTY	$12,136.87

State	Jurisdiction Name	Award Amount
OH	PIERCE TOWNSHIP	$4,614.21
OH	PIQUA CITY	$4,925.90
OH	PERRY TOWNSHIP	$5,056.60
OH	RAVENNA CITY	$2,768.50
OH	REYNOLDSBURG CITY	$4,614.21
OH	RICHFIELD VILLAGE	$8,895.97
OH	RICHMOND HEIGHTS CITY	$8,920.84
OH	SANDUSKY CITY	$9,151.02
OH	SANDUSKY COUNTY	$5,537.05
OH	SHAKER HEIGHTS CITY	$5,537.05
OH	SOUTH EUCLID CITY	$4,150.49
OH	SPRINGFIELD CITY	$18,603.50
OH	ST MARYS CITY	$1,839.69
OH	STOW CITY	$6,018.22
OH	STREETSBORO CITY	$2,625.86
OH	STRONGSVILLE CITY	$7,555.77
OH	SUGARCREEK TOWNSHIP	$1,495.37
OH	SYLVANIA CITY	$7,093.10
OH	SYLVANIA TOWNSHIP	$4,429.33
OH	TRENTON CITY	$852.01
OH	TROTWOOD CITY	$8,570.62
OH	TUSCARAWAS COUNTY	$4,060.51
OH	TWINSBURG CITY	$1,807.33
OH	UNION COUNTY	$10,229.15
OH	UNION TOWNSHIP	$1,772.90
OH	UNIVERSITY HEIGHTS CITY	$4,867.18
OH	UPPER ARLINGTON CITY	$4,547.31
OH	VALLEY VIEW VILLAGE	$2,635.83
OH	VERMILION CITY	$5,702.89
OH	WADSWORTH CITY	$4,877.09
OH	WASHINGTON COUNTY	$4,946.44
OH	WEST MILTON VILLAGE	$1,290.17
OH	WESTLAKE CITY	$5,537.05
OH	WORTHINGTON CITY	$5,767.53
OH	XENIA CITY	$2,673.02
OH	YOUNGSTOWN CITY	$18,456.84
	Totals for OH(107 Jurisdictions):	**$719,317.90**
OK	ADA CITY	$2,510.13
OK	ARDMORE CITY	$4,152.79
OK	ATOKA CITY	$8,191.15
OK	BARTLESVILLE CITY	$2,800.83
OK	BIXBY CITY	$7,678.05
OK	CHECOTAH CITY	$6,459.90
OK	CHICKASHA CITY	$3,691.37
OK	CHOCTAW CITY	$550.94
OK	CLAREMORE CITY	$8,074.87
OK	COLLINSVILLE CITY	$1,759.94
OK	EL RENO CITY	$6,028.47

State	Jurisdiction Name	Award Amount
OK	GLENPOOL CITY	$5,197.45
OK	GUTHRIE CITY	$4,270.45
OK	KELLYVILLE TOWN	$4,614.21
OK	KINGFISHER COUNTY	$12,361.80
OK	MEDFORD CITY	$1,100.05
OK	MOORE CITY	$13,898.00
OK	NEWCASTLE CITY	$11,828.07
OK	NOBLE CITY	$2,144.87
OK	OWASSO CITY	$7,198.17
OK	PAYNE COUNTY	$6,805.13
OK	PIEDMONT CITY	$4,495.20
OK	PONCA CITY	$3,304.63
OK	PRYOR CREEK CITY	$11,074.10
OK	ROGERS COUNTY	$11,535.52
OK	SHAWNEE CITY	$8,651.64
OK	STROUD CITY	$678.02
OK	TOWN OF COLCORD	$979.26
OK	WOODWARD CITY	$3,884.25
	Totals for OK(29 Jurisdictions):	**$165,919.26**
OR	ALBANY CITY	$11,138.01
OR	ASHLAND CITY	$7,373.51
OR	ASTORIA CITY	$2,769.14
OR	BAKER CITY	$5,348.79
OR	BEAVERTON CITY	$18,769.22
OR	BENTON COUNTY	$14,565.03
OR	BLACK BUTTE	$899.90
OR	BOARDMAN CITY	$2,767.42
OR	BROOKINGS CITY	$3,994.99
OR	CANBY CITY	$3,427.07
OR	CANNON BEACH CITY	$1,760.72
OR	CENTRAL POINT CITY	$6,229.19
OR	CLATSOP COUNTY	$19,398.14
OR	COLUMBIA COUNTY	$8,748.54
OR	COOS BAY CITY	$3,114.60
OR	COQUILLE CITY	$626.79
OR	CORVALLIS CITY	$12,458.37
OR	COTTAGE GROVE CITY	$3,620.31
OR	EAGLE POINT CITY	$2,630.10
OR	GLADSTONE CITY	$2,380.94
OR	HERMISTON CITY	$4,156.11
OR	HOOD RIVER CITY	$2,718.70
OR	INDEPENDENCE CITY	$1,522.69
OR	JOSEPHINE COUNTY	$11,194.07
OR	JUNCTION CITY	$3,103.06
OR	KLAMATH COUNTY	$4,659.43
OR	KLAMATH FALLS CITY	$2,315.67
OR	LA GRANDE CITY	$4,991.66
OR	LAKE OSWEGO CITY	$4,983.35

State	Jurisdiction Name	Award Amount
OR	LANE COMMUNITY COLLEGE DISTRICT	$2,212.52
OR	LEBANON CITY	$2,227.61
OR	LINCOLN CITY	$2,619.03
OR	LINCOLN COUNTY	$26,699.69
OR	MCMINNVILLE CITY	$10,375.31
OR	MOLALLA CITY	$3,931.31
OR	MYRTLE POINT CITY	$5,537.01
OR	OREGON CITY	$4,381.20
OR	POLK COUNTY	$5,329.42
OR	REDMOND CITY	$4,291.22
OR	REEDSPORT CITY	$680.13
OR	ROSEBURG CITY	$5,606.27
OR	SPRINGFIELD CITY	$15,374.55
OR	ST HELENS CITY	$2,383.24
OR	TILLAMOOK COUNTY	$5,517.91
OR	TOLEDO CITY	$2,506.90
OR	TUALATIN CITY	$4,903.75
OR	WASCO COUNTY	$12,416.84
OR	WINSTON CITY	$2,896.23
OR	WOODBURN CITY	$7,475.02
	Totals for OR(49 Jurisdictions):	**$299,030.68**
PA	ABINGTON TOWNSHIP	$16,874.16
PA	ALTOONA CITY	$13,201.25
PA	AMITY TOWNSHIP	$1,047.43
PA	ARMSTRONG COUNTY	$4,090.02
PA	AVALON BOROUGH	$2,078.71
PA	BALDWIN TOWNSHIP	$1,359.81
PA	BEAVER BOROUGH	$2,768.53
PA	BELL ACRES BOROUGH	$2,009.03
PA	BENSALEM TOWNSHIP	$16,976.41
PA	BETHEL PARK MUNICIPALITY	$5,924.18
PA	BETHLEHEM CITY	$7,382.74
PA	BIRMINGHAM TOWNSHIP	$2,703.81
PA	BLOOMSBURG TOWN	$3,460.66
PA	BONNEAUVILLE BOROUGH	$461.43
PA	BRECKNOCK TOWNSHIP	$748.43
PA	BRISTOL TOWNSHIP	$13,704.10
PA	BROOKHAVEN BOROUGH	$3,052.30
PA	BROOKVILLE BOROUGH	$812.85
PA	BUCKINGHAM TOWNSHIP	$1,135.09
PA	BUFFALO TOWNSHIP	$2,307.11
PA	BUSHKILL TOWNSHIP	$2,842.36
PA	BUTLER CITY	$3,252.10
PA	BUTLER TOWNSHIP	$3,831.64
PA	CAERNARVON TOWNSHIP	$1,571.39
PA	CALN TOWNSHIP	$1,897.21
PA	CARLISLE BOROUGH	$8,053.53
PA	CARNEGIE BOROUGH	$2,962.33

State	Jurisdiction Name	Award Amount
PA	CARROLL TOWNSHIP	$1,276.99
PA	CARROLL VALLEY BOROUGH	$3,691.37
PA	CENTRAL BUCKS REGIONAL POLICE DEPT	$4,092.81
PA	CHAMBERSBURG BOROUGH	$1,005.13
PA	CHIPPEWA TOWNSHIP	$2,556.28
PA	CLARION BOROUGH	$498.34
PA	CLARKS SUMMIT BOROUGH	$356.31
PA	CLAY TOWNSHIP	$3,270.53
PA	CLEARFIELD COUNTY	$10,252.77
PA	CLEONA BOROUGH	$2,307.11
PA	COLLEGEVILLE BOROUGH	$2,138.69
PA	CONEMAUGH TOWNSHIP	$3,229.95
PA	CONEWAGO TOWNSHIP	$1,051.11
PA	CONSHOHOCKEN BOROUGH	$3,756.50
PA	CORAOPOLIS BOROUGH	$5,537.05
PA	CRANBERRY TOWNSHIP	$1,453.48
PA	CRAWFORD COUNTY	$4,391.88
PA	CRESCENT TOWNSHIP	$2,296.50
PA	CUMBERLAND TOWNSHIP	$1,825.85
PA	CUMRU TOWNSHIP	$7,382.74
PA	COLONIAL REGIONAL POLICE DEPARTMENT	$6,910.24
PA	DALLAS BOROUGH	$2,768.53
PA	DANVILLE BOROUGH	$2,318.64
PA	DERRY TOWNSHIP	$7,713.17
PA	DOVER TOWNSHIP	$6,384.92
PA	DOWNINGTOWN BOROUGH	$4,775.71
PA	DOYLESTOWN TOWNSHIP	$2,937.08
PA	DUBLIN BOROUGH	$1,881.22
PA	EAST BRANDYWINE TOWNSHIP POLICE	$2,443.69
PA	EAST COCALICO TOWNSHIP	$3,385.66
PA	EAST FRANKLIN TOWNSHIP	$922.85
PA	EAST HEMPFIELD TOWNSHIP	$4,948.74
PA	EAST MARLBOROUGH TOWNSHIP	$2,351.87
PA	EAST NORRITON TOWNSHIP	$3,348.13
PA	EAST PIKELAND TOWNSHIP	$2,684.51
PA	EAST VINCENT TOWNSHIP	$3,149.20
PA	EAST WHITELAND TOWNSHIP	$4,901.42
PA	EDINBORO BOROUGH	$693.52
PA	ELK COUNTY	$2,467.21
PA	EMMAUS BOROUGH	$2,980.78
PA	EPHRATA BOROUGH	$6,912.09
PA	ERIE CITY	$34,848.81
PA	EAST FALLOWFIELD TOWNSHIP	$1,721.90
PA	FAIRVIEW TOWNSHIP	$4,057.09
PA	FARRELL CITY	$1,661.12
PA	FERGUSON TOWNSHIP	$4,498.86
PA	FINDLAY TOWNSHIP	$6,592.34
PA	FOREST HILLS BOROUGH	$5,075.63

State	Jurisdiction Name	Award Amount
PA	FOX CHAPEL BOROUGH	$5,998.46
PA	FRANKLIN CITY	$2,307.11
PA	FREEDOM TOWNSHIP	$477.57
PA	GETTYSBURG BOROUGH	$1,176.62
PA	GRANVILLE TOWNSHIP	$1,359.81
PA	GROVE CITY BOROUGH	$2,048.33
PA	HAMPDEN TOWNSHIP	$2,387.86
PA	HAMPTON TOWNSHIP	$2,284.04
PA	HANOVER BOROUGH	$5,297.85
PA	HARRISBURG CITY	$15,460.82
PA	HARRISON TOWNSHIP	$4,460.69
PA	HARRISVILLE BOROUGH	$461.43
PA	HATBORO BOROUGH	$3,875.94
PA	HATFIELD TOWNSHIP	$3,303.76
PA	HAVERFORD TOWNSHIP	$12,344.86
PA	HAZLETON AREA SCHOOL DISTRICT	$3,666.31
PA	HELLERTOWN BOROUGH	$3,484.78
PA	HEMLOCK TOWNSHIP	$1,736.70
PA	HERMITAGE CITY	$7,092.04
PA	HILLTOWN TOWNSHIP	$2,296.83
PA	HOPEWELL TOWNSHIP	$922.85
PA	HULMEVILLE BOROUGH	$638.56
PA	HUNTINGDON BOROUGH	$4,808.85
PA	HARRISBURG INTERNATIONAL AIRPORT	$2,031.62
PA	INDIANA COUNTY	$3,840.96
PA	JEFFERSON BOROUGH	$6,488.04
PA	JOHNSTOWN CITY	$16,535.02
PA	JUNIATA COUNTY	$3,334.35
PA	KENNETT SQUARE BOROUGH	$2,168.68
PA	KITTANNING BOROUGH	$5,209.45
PA	LAKE CITY BOROUGH	$1,106.49
PA	LANCASTER CITY	$11,205.15
PA	LANSDALE BOROUGH	$559.38
PA	LATROBE BOROUGH	$2,307.11
PA	LEBANON CITY	$5,509.37
PA	LEECHBURG BOROUGH	$1,107.41
PA	LEET TOWNSHIP	$609.08
PA	LEWISTOWN BOROUGH	$2,180.68
PA	LINCOLN BOROUGH	$922.85
PA	LITITZ BOROUGH	$899.78
PA	LOCK HAVEN CITY	$654.76
PA	LOCUST TOWNSHIP	$2,499.95
PA	LOGAN TOWNSHIP	$4,036.45
PA	LOWER ALLEN TOWNSHIP	$9,774.05
PA	LOWER BURRELL CITY	$7,844.16
PA	LOWER HEIDELBERG TOWNSHIP	$960.93
PA	LOWER MAKEFIELD TOWNSHIP	$11,350.84
PA	LOWER MERION TOWNSHIP	$20,224.41

State	Jurisdiction Name	Award Amount
PA	LOWER MORELAND TOWNSHIP	$4,003.29
PA	LOWER PAXTON TOWNSHIP	$7,320.72
PA	LOWER POTTSGROVE TOWNSHIP	$5,206.35
PA	LOWER PROVIDENCE TOWNSHIP	$5,998.48
PA	LOWER SALFORD TOWNSHIP	$1,401.64
PA	LOWER SOUTHAMPTON TOWNSHIP	$14,021.20
PA	LYCOMING REGIONAL POLICE DEPARTMENT	$1,268.91
PA	MAHONING TOWNSHIP	$1,245.83
PA	MALVERN BOROUGH	$1,013.29
PA	MANHEIM TOWNSHIP	$11,904.66
PA	MANOR TOWNSHIP	$1,302.13
PA	MARCUS HOOK BOROUGH	$1,845.69
PA	MARLBOROUGH TOWNSHIP	$460.04
PA	MARPLE TOWNSHIP	$3,013.32
PA	MARS BOROUGH	$3,691.37
PA	MCCANDLESS TOWN	$2,641.18
PA	MCKEES ROCKS BOROUGH	$1,880.76
PA	MECHANICSBURG BOROUGH	$3,249.86
PA	MIDDLEBURG BOROUGH	$922.85
PA	MIFFLIN COUNTY REGIONAL DISTRICT	$7,792.94
PA	MIFFLINBURG BOROUGH	$1,704.95
PA	MILFORD BOROUGH	$2,032.10
PA	MILLCREEK TOWNSHIP	$12,700.61
PA	MILLERSVILLE BOROUGH	$2,768.53
PA	MILTON BOROUGH	$3,355.64
PA	MOON TOWNSHIP	$860.11
PA	MOORE TOWNSHIP	$3,691.37
PA	MOOSIC BOROUGH	$6,694.10
PA	MORRISVILLE BOROUGH	$3,064.73
PA	MOUNT OLIVER BOROUGH	$604.47
PA	MOUNT UNION BOROUGH	$1,458.09
PA	MUHLENBERG TOWNSHIP	$4,149.08
PA	MOUNT CARMEL BOROUGH	$2,011.80
PA	NANTY GLO BOROUGH	$823.86
PA	NESHANNOCK TOWNSHIP	$921.92
PA	NEW BERLIN BOROUGH	$622.92
PA	NEW BRITAIN TOWNSHIP	$2,372.39
PA	NEW HOPE BOROUGH	$2,404.61
PA	NEW WILMINGTON BOROUGH	$1,384.25
PA	NEWBERRY TOWNSHIP	$7,941.06
PA	NEWTOWN TOWNSHIP	$6,796.42
PA	NORRISTOWN BOROUGH	$5,469.41
PA	NORTH ALLEGHENY SCHOOL DISTRICT	$6,459.88
PA	NORTH COVENTRY TOWNSHIP	$1,269.12
PA	NORTH MIDDLETON TOWNSHIP	$738.28
PA	NORTHAMPTON TOWNSHIP	$14,105.89
PA	NORTHERN CAMBRIA BOROUGH	$461.43
PA	NORTHUMBERLAND COUNTY	$4,429.64

State	Jurisdiction Name	Award Amount
PA	NEW TOWN BOROUGH	$2,768.53
PA	NORTH STRABANE TOWNSHIP	$6,921.13
PA	NORTHWEST REGIONAL POLICE	$1,845.69
PA	O HARA TOWNSHIP	$3,229.95
PA	OIL CITY	$5,847.67
PA	PARKESBURG BOROUGH	$1,972.59
PA	PARKS TOWNSHIP	$1,584.52
PA	PARKSIDE BOROUGH	$2,364.03
PA	PATTON TOWNSHIP	$1,002.20
PA	PENBROOK BOROUGH	$1,661.12
PA	PENN TOWNSHIP	$3,236.87
PA	PENNDEL BOROUGH	$2,567.78
PA	PERRYOPOLIS BOROUGH	$3,229.95
PA	PETERS TOWNSHIP	$2,574.73
PA	PHOENIXVILLE BOROUGH	$5,075.63
PA	PINE TOWNSHIP	$19,368.60
PA	PLUMSTEAD TOWNSHIP	$3,095.17
PA	PLYMOUTH TOWNSHIP	$9,046.37
PA	PORT ALLEGANY BOROUGH	$1,725.72
PA	PUNXSUTAWNEY BOROUGH	$3,488.35
PA	POCONO MOUNTAIN REGIONAL POLICE COMMISSION	$7,567.05
PA	QUAKERTOWN BOROUGH	$2,416.93
PA	RADNOR TOWNSHIP	$478.04
PA	READING CITY	$36,552.84
PA	RIDLEY TOWNSHIP	$6,914.40
PA	ROBINSON TOWNSHIP	$7,044.52
PA	ROCHESTER BOROUGH	$2,768.53
PA	ROCKLEDGE BOROUGH	$842.56
PA	ROSS TOWNSHIP	$10,409.66
PA	ROSTRAVER TOWNSHIP	$4,637.38
PA	RICHLAND TOWNSHIP	$1,845.69
PA	SALEM TOWNSHIP	$1,776.12
PA	SCHUYLKILL TOWNSHIP BOARD OF SUPERVISORS	$3,225.41
PA	SCOTT TOWNSHIP	$7,345.82
PA	SCRANTON CITY	$3,137.67
PA	SEWICKLEY HGTS BOROUGH	$1,361.20
PA	SILVER SPRING TOWNSHIP	$3,322.23
PA	SLATINGTON BOROUGH	$1,208.93
PA	SOLEBURY TOWNSHIP	$466.87
PA	SOUTH ANNVILLE TOWNSHIP	$922.85
PA	SOUTH BEAVER TOWNSHIP	$2,519.95
PA	SOUTH HEIDELBERG TOWNSHIP	$3,684.57
PA	SOUTH PARK TOWNSHIP	$727.20
PA	SOUTH STRABANE TOWNSHIP	$2,560.89
PA	SOUTH WEST GREENSBURG BOROUGH	$1,889.97
PA	SOUTH WHITEHALL TOWNSHIP	$6,394.65
PA	SPRING TOWNSHIP	$7,739.42
PA	SPRINGDALE TOWNSHIP	$1,502.39

State	Jurisdiction Name	Award Amount
PA	SPRINGETTSBURY TOWNSHIP	$4,628.52
PA	SPRINGFIELD TOWNSHIP (SPRINGFIELD)	$2,602.42
PA	SPRINGFIELD TOWNSHIP (WYNDMOOR)	$3,691.37
PA	STONYCREEK TOWNSHIP	$3,229.95
PA	SUGARLOAF TOWNSHIP	$553.71
PA	SUSQUEHANNA TOWNSHIP	$6,527.21
PA	SWATARA TOWNSHIP	$7,648.05
PA	TAMAQUA BOROUGH	$4,290.34
PA	TINICUM TOWNSHIP	$523.75
PA	TITUSVILLE CITY	$3,213.80
PA	TOWAMENCIN TOWNSHIP	$6,216.60
PA	TOWANDA BOROUGH	$1,351.23
PA	TREDYFFRIN TOWNSHIP	$12,947.47
PA	UNION CITY BOROUGH	$461.43
PA	UNION TOWNSHIP	$593.39
PA	UPPER DARBY TOWNSHIP	$14,349.13
PA	UPPER DUBLIN TOWNSHIP	$9,468.36
PA	UPPER GWYNEDD TOWNSHIP	$4,713.42
PA	UPPER MACUNGIE TOWNSHIP	$10,921.84
PA	UPPER MERION TOWNSHIP	$9,911.62
PA	UPPER MORELAND TOWNSHIP	$6,464.51
PA	UPPER POTTSGROVE TOWNSHIP	$1,887.68
PA	UPPER SOUTHAMPTON TOWNSHIP	$2,683.17
PA	UPPER ST CLAIR TOWNSHIP	$1,951.81
PA	UPPER PERK POLICE DISTRICT	$1,549.44
PA	VALLEY TOWNSHIP	$1,913.22
PA	WARMINSTER TOWNSHIP	$6,247.57
PA	WARRINGTON TOWNSHIP	$4,466.29
PA	WASHINGTON TOWNSHIP	$1,498.70
PA	WAYNE COUNTY	$5,246.37
PA	WAYNESBORO BOROUGH	$9,117.68
PA	WEATHERLY BOROUGH	$276.86
PA	WEST BRANDYWINE TOWNSHIP	$1,661.12
PA	WEST CALN TOWNSHIP	$903.28
PA	WEST CHESTER BOROUGH	$6,284.89
PA	WEST EARL TOWNSHIP	$1,808.77
PA	WEST HAZLETON BOROUGH	$1,730.33
PA	WEST LAMPETER TOWNSHIP	$1,109.35
PA	WEST MANCHESTER TOWNSHIP	$4,587.99
PA	WEST MANHEIM TOWNSHIP	$3,025.06
PA	WEST POTTSGROVE TOWNSHIP	$1,375.89
PA	WEST READING BOROUGH	$6,518.96
PA	WEST SADSBURY TOWNSHIP	$2,768.53
PA	WEST SHORE REGIONAL POLICE DEPARTMENT	$2,934.24
PA	WEST VINCENT TOWNSHIP	$1,201.31
PA	WEST WHITELAND TOWNSHIP	$4,152.79
PA	WHITPAIN TOWNSHIP	$4,722.15
PA	WILKES BARRE CITY	$15,999.31

State	Jurisdiction Name	Award Amount
PA	WILKES BARRE TOWNSHIP	$3,277.30
PA	WILLIAMSPORT CITY	$5,602.11
PA	WYOMISSING BOROUGH	$2,076.40
PA	YEADON BOROUGH	$1,532.37
PA	YORK CITY	$13,089.59
	Totals for PA(272 Jurisdictions):	**$1,168,328.13**
PR	MANATI TOWN	$26,277.92
	Totals for PR(1 Jurisdictions):	**$26,277.92**
RI	BRISTOL TOWN	$3,303.78
RI	CENTRAL FALLS CITY	$2,956.79
RI	CRANSTON CITY	$11,512.45
RI	CUMBERLAND TOWN	$7,093.87
RI	EAST GREENWICH TOWN	$11,150.24
RI	EAST PROVIDENCE CITY	$8,236.37
RI	GLOCESTER TOWN	$3,264.56
RI	JAMESTOWN TOWN	$3,241.95
RI	LINCOLN TOWN	$18,012.60
RI	LITTLE COMPTON TOWN	$482.72
RI	MIDDLETOWN TOWN	$8,549.21
RI	NARRAGANSETT TOWN	$3,783.66
RI	NEWPORT CITY	$13,842.63
RI	NORTH KINGSTOWN TOWN	$9,318.67
RI	NORTH PROVIDENCE TOWN	$16,283.64
RI	PAWTUCKET CITY	$18,456.84
RI	PORTSMOUTH TOWN	$5,185.91
RI	SOUTH KINGSTOWN TOWN	$7,779.56
RI	SMITHFIELD	$8,977.15
RI	TIVERTON TOWN	$12,885.87
RI	WARREN TOWN	$12,458.37
RI	WARWICK CITY	$24,954.92
RI	WEST GREENWICH TOWN	$2,814.67
RI	WEST WARWICK TOWN	$12,072.16
RI	WESTERLY TOWN	$8,720.86
RI	WOONSOCKET CITY	$12,901.33
	Totals for RI(26 Jurisdictions):	**$248,240.78**
SC	AIKEN CITY	$12,813.66
SC	BATESBURG-LEESVILLE TOWN	$5,287.45
SC	BEAUFORT CITY	$13,587.82
SC	CHESTER COUNTY	$5,238.16
SC	CHESTERFIELD COUNTY	$19,072.28
SC	CLEMSON CITY	$3,356.38
SC	EDGEFIELD COUNTY	$7,290.45
SC	GEORGETOWN CITY	$2,220.44
SC	GOOSE CREEK CITY	$18,095.50
SC	GREENVILLE CITY	$27,605.15
SC	GREENWOOD CITY	$6,018.71
SC	GREER CITY	$10,178.29
SC	LANCASTER CITY	$9,146.14

State	Jurisdiction Name	Award Amount
SC	LAURENS COUNTY	$29,139.43
SC	LEE COUNTY	$11,074.10
SC	MONCKS CORNER TOWN	$4,380.29
SC	MOUNT PLEASANT TOWN	$12,515.22
SC	MYRTLE BEACH CITY	$108,771.71
SC	NEWBERRY COUNTY	$6,373.15
SC	OCONEE COUNTY	$19,075.14
SC	ROCK HILL CITY	$33,683.58
SC	SUMMERVILLE TOWN	$12,418.06
SC	SUMTER CITY	$9,357.51
SC	SURF SIDE BEACH	$2,302.49
SC	TEGA CAY CITY	$2,705.96
SC	WEST COLUMBIA CITY	$5,166.49
	Totals for SC(26 Jurisdictions):	**$396,873.56**
SD	ABERDEEN CITY	$20,763.91
SD	BENNETT COUNTY	$2,549.95
SD	BROOKINGS CITY	$4,534.85
SD	CANTON CITY	$2,391.48
SD	CHARLES MIX COUNTY	$572.17
SD	CLAY COUNTY	$1,428.79
SD	DAVISON COUNTY	$1,815.70
SD	HOT SPRINGS CITY	$942.64
SD	HURON CITY	$3,806.73
SD	LINCOLN COUNTY	$5,980.02
SD	MINER COUNTY	$1,378.96
SD	RAPID CITY	$12,749.75
SD	ROBERTS COUNTY	$1,218.16
SD	SISSETON CITY	$1,901.04
SD	UNION COUNTY	$3,946.88
SD	VERMILLION CITY	$3,196.29
SD	WATERTOWN CITY	$8,014.88
SD	YANKTON CITY	$3,488.35
SD	YANKTON COUNTY	$8,297.78
	Totals for SD(19 Jurisdictions):	**$88,978.33**
TN	ALCOA CITY	$5,864.66
TN	ANDERSON COUNTY	$7,498.09
TN	BOLIVAR CITY	$1,841.43
TN	BRISTOL CITY	$35,067.99
TN	BROWNSVILLE CITY	$4,572.69
TN	BARTLETT	$10,498.25
TN	CLEVELAND CITY	$18,249.20
TN	COCKE COUNTY	$3,225.34
TN	COLLIERVILLE TOWN	$6,344.54
TN	COLUMBIA CITY	$11,800.84
TN	COVINGTON CITY	$3,085.64
TN	CROSSVILLE CITY	$2,282.88
TN	DAYTON CITY	$5,873.89
TN	DICKSON CITY	$6,817.50

State	Jurisdiction Name	Award Amount
TN	DICKSON COUNTY	$3,691.37
TN	DRESDEN TOWN	$4,609.60
TN	DYERSBURG CITY	$4,839.39
TN	EAST RIDGE CITY	$9,745.21
TN	ELIZABETHTON CITY	$6,503.73
TN	FAIRVIEW CITY	$5,169.90
TN	GALLATIN CITY	$7,844.16
TN	GATLINBURG CITY	$4,748.02
TN	GERMANTOWN CITY	$401.13
TN	GOODLETTSVILLE CITY	$3,193.04
TN	GRAINGER COUNTY	$913.62
TN	GREENE COUNTY	$9,689.84
TN	GRUNDY COUNTY	$3,942.85
TN	HAWKINS COUNTY	$5,476.15
TN	HICKMAN COUNTY	$5,883.12
TN	JEFFERSON CITY	$5,301.73
TN	JEFFERSON COUNTY	$13,150.50
TN	JOHNSON CITY	$10,620.76
TN	KINGSPORT CITY	$23,993.89
TN	LA FOLLETTE CITY	$1,635.74
TN	LAVERGNE CITY	$14,082.57
TN	LAWRENCE COUNTY	$23,071.04
TN	LEBANON CITY	$27,033.26
TN	LENOIR CITY	$5,515.74
TN	LEWISBURG CITY	$2,560.89
TN	MACON COUNTY	$5,329.42
TN	MADISON COUNTY	$16,888.39
TN	MARTIN CITY	$7,843.88
TN	MARYVILLE CITY	$6,044.62
TN	MORRISTOWN CITY	$20,933.74
TN	MOSHEIM TOWN	$1,245.81
TN	MOUNT PLEASANT CITY	$1,504.24
TN	MT CARMEL TOWN	$1,764.94
TN	MT JULIET CITY	$15,503.74
TN	OAK RIDGE CITY	$6,063.07
TN	OLIVER SPRINGS TOWN	$4,591.14
TN	PIPERTON CITY	$1,488.09
TN	PLEASANT VIEW CITY	$2,145.61
TN	PULASKI CITY	$3,610.62
TN	RED BANK CITY	$7,412.73
TN	ROBERTSON COUNTY	$4,983.35
TN	ROANE COUNTY GOVERNMENT	$6,275.25
TN	SEVIERVILLE CITY	$12,054.62
TN	SHELBYVILLE CITY	$5,744.69
TN	SMYRNA TOWN	$5,698.55
TN	SOMERVILLE TOWN	$968.99
TN	SOUTH PITTSBURG CITY	$2,639.01
TN	SWEETWATER CITY	$5,075.63

State	Jurisdiction Name	Award Amount
TN	TAZEWELL TOWN	$5,537.05
TN	TRENTON CITY	$922.85
TN	TULLAHOMA CITY	$3,322.23
TN	WESTMORELAND TOWN	$5,998.48
TN	WHITE COUNTY	$12,901.33
TN	WHITE HOUSE CITY	$2,572.43
	Totals for TN(68 Jurisdictions):	**$503,704.69**
TX	ALAMO HEIGHTS CITY	$3,562.17
TX	ALVIN CITY	$1,234.77
TX	ANNA CITY	$1,822.52
TX	ARCHER COUNTY	$6,025.42
TX	ARGYLE CITY	$2,508.17
TX	ARP CITY	$1,841.07
TX	ATHENS CITY	$6,733.83
TX	BASTROP CITY	$5,537.05
TX	BASTROP COUNTY	$10,552.24
TX	BAY CITY	$8,391.94
TX	BAYTOWN CITY	$17,665.50
TX	BEDFORD TOWN	$12,354.42
TX	BELLMEAD CITY	$1,072.31
TX	BELTON CITY	$4,962.59
TX	BENBROOK CITY	$3,356.82
TX	BEVERLY HILLS CITY	$1,166.02
TX	BIG SPRING CITY	$5,985.79
TX	BORGER CITY	$7,013.60
TX	BOSQUE COUNTY	$9,281.48
TX	BOWIE COUNTY	$326.23
TX	BRENHAM CITY	$7,693.64
TX	BRIDGEPORT CITY	$3,687.68
TX	BROWN COUNTY	$2,076.40
TX	BRYAN CITY	$13,857.39
TX	BUDA CITY	$3,971.44
TX	BRIDGE CITY	$3,946.73
TX	CALVERT CITY	$1,268.91
TX	CANYON CITY	$5,412.33
TX	CARRIZO SPRINGS IND SCH DISTRICT 903	$3,426.05
TX	CEDAR HILL CITY	$14,013.06
TX	CEDAR PARK CITY	$22,810.99
TX	CLAY COUNTY	$2,021.95
TX	CLEBURNE CITY	$2,144.08
TX	COLLEYVILLE CITY	$8,379.33
TX	CONROE IND SCH DIST 902	$17,341.64
TX	COPPELL CITY	$6,852.10
TX	COPPERAS COVE CITY	$6,146.13
TX	CORINTH CITY	$6,344.54
TX	CRANE COUNTY	$1,509.08
TX	CROWLEY CITY	$10,557.24
TX	CRYSTAL CITY	$5,609.13

State	Jurisdiction Name	Award Amount
TX	CITY OF RED OAK	$3,239.18
TX	DAYTON CITY	$1,906.60
TX	DECATUR CITY	$1,793.18
TX	DEER PARK CITY	$9,264.84
TX	DENISON CITY	$13,528.86
TX	DENVER CITY	$1,245.84
TX	DICKINSON CITY	$6,598.32
TX	DUMAS CITY	$4,908.02
TX	DUNCANVILLE CITY	$20,572.11
TX	EARLY CITY	$1,134.18
TX	EL CAMPO CITY	$9,250.95
TX	EULESS CITY	$16,188.49
TX	FAIR OAKS RANCH CITY	$3,963.15
TX	FARMERS BRANCH CITY	$9,412.99
TX	FAYETTE COUNTY	$3,529.87
TX	FLOWER MOUND CITY	$17,995.42
TX	FOREST HILL CITY	$5,388.43
TX	FORNEY CITY	$17,072.57
TX	FRIENDSWOOD CITY	$6,229.19
TX	FULSHEAR CITY	$5,029.49
TX	GAINESVILLE CITY	$10,417.20
TX	GRAPEVINE CITY	$15,427.78
TX	GUN BARREL CITY	$2,399.39
TX	HALTOM CITY	$11,505.99
TX	HARKER HEIGHTS CITY	$12,821.74
TX	HARLINGEN CITY	$25,959.54
TX	HEARNE CITY	$1,760.23
TX	HEATH CITY	$6,704.98
TX	HENDERSON COUNTY	$11,743.16
TX	HEREFORD CITY	$6,872.41
TX	HEWITT CITY	$3,266.86
TX	HICKORY CREEK TOWN	$2,307.11
TX	HIGHLAND PARK CITY	$4,448.10
TX	HIGHLAND VILLAGE CITY	$2,685.47
TX	HILL COUNTY	$11,752.02
TX	HOLLYWOOD PARK TOWN	$3,585.24
TX	HOOD COUNTY	$6,921.32
TX	HOWARD COUNTY	$2,832.95
TX	HUNTSVILLE CITY	$12,919.79
TX	INGLESIDE CITY	$5,702.24
TX	JACINTO CITY	$861.94
TX	JACKSBORO CITY	$3,691.37
TX	JACKSON COUNTY	$2,214.82
TX	JASPER CITY	$2,724.23
TX	JASPER IND SCH DIST 904	$1,863.55
TX	KAUFMAN ISD POLICE DEPT	$1,753.40
TX	KELLER CITY	$12,352.24
TX	KILGORE CITY	$7,220.32

State	Jurisdiction Name	Award Amount
TX	KINGSVILLE CITY	$7,166.79
TX	KLEBERG COUNTY	$10,235.22
TX	KYLE CITY	$9,340.98
TX	LA PORTE CITY	$5,017.15
TX	LAKE WORTH CITY	$6,867.34
TX	LAMB COUNTY	$6,456.20
TX	LEANDER CITY	$8,767.00
TX	LEON VALLEY CITY	$5,638.57
TX	LEVELLAND CITY	$9,597.56
TX	LIBERTY HILL CITY	$3,163.51
TX	LINDEN TOWN	$1,243.68
TX	LITTLE ELM TOWN	$29,381.07
TX	LIVE OAK CITY	$7,652.21
TX	LOCKHART CITY	$1,432.96
TX	LONGVIEW CITY	$19,282.78
TX	LUFKIN CITY	$5,200.72
TX	LYTLE CITY	$1,263.84
TX	MANOR CITY	$9,113.41
TX	MANSFIELD CITY	$20,763.94
TX	MARSHALL CITY	$8,626.17
TX	MELISSA CITY	$3,416.92
TX	MINERAL WELLS CITY	$7,613.45
TX	MISSION CITY	$26,377.68
TX	MONT BELVIEU TOWN	$7,139.11
TX	MONTGOMERY CITY	$2,134.08
TX	MULESHOE CITY	$1,918.59
TX	NACOGDOCHES CITY	$12,451.45
TX	NACOGDOCHES COUNTY	$5,979.88
TX	NAVASOTA CITY	$4,024.49
TX	NEDERLAND CITY	$4,429.64
TX	NORTH RICHLAND HILLS CITY	$13,842.63
TX	OAK RIDGE NORTH CITY	$2,134.57
TX	OLNEY CITY	$5,167.92
TX	ORANGE CITY	$6,229.19
TX	ORANGE COUNTY	$13,381.21
TX	PALMHURST CITY	$3,253.02
TX	PALMVIEW CITY	$4,922.81
TX	PALO PINTO COUNTY	$554.86
TX	PANTEGO TOWN	$1,199.70
TX	PECAN HILL CITY	$1,845.69
TX	PFLUGERVILLE CITY	$9,689.84
TX	PHARR CITY	$15,389.53
TX	PLAINVIEW CITY	$5,537.05
TX	PORT ARANSAS CITY	$1,774.37
TX	PORT ARTHUR CITY	$18,411.19
TX	PORT LAVACA CITY	$2,475.74
TX	PORT NECHES CITY	$1,107.41
TX	RANCHO VIEJO TOWN	$5,567.97

State	Jurisdiction Name	Award Amount
TX	RHOME CITY	$3,029.74
TX	RICHLAND HILLS CITY	$3,557.56
TX	RIO GRANDE CITY	$14,767.99
TX	ROANOKE CITY	$7,667.93
TX	ROBINSON CITY	$3,182.15
TX	ROBSTOWN CITY	$1,286.45
TX	ROCKDALE CITY	$3,086.15
TX	ROCKPORT CITY	$4,072.97
TX	ROCKWALL CITY	$18,076.64
TX	ROSENBERG CITY	$18,041.56
TX	ROWLETT CITY	$16,832.64
TX	SACHSE CITY	$5,060.83
TX	SAN JUAN CITY	$6,768.72
TX	SAN MARCOS CITY	$29,392.01
TX	SCHERTZ CITY	$9,505.27
TX	SEAGOVILLE CITY	$4,037.44
TX	SEGUIN CITY	$6,358.11
TX	SELMA CITY	$4,156.30
TX	SHALLOWATER CITY	$3,449.40
TX	SHELBY COUNTY	$8,739.46
TX	SHERMAN CITY	$7,720.22
TX	SINTON CITY	$2,033.72
TX	SOUR LAKE CITY	$2,949.41
TX	SOUTHLAKE CITY	$20,085.56
TX	SOUTHSIDE PLACE CITY	$1,380.64
TX	STARR COUNTY	$10,606.68
TX	SULPHUR SPRINGS CITY	$1,130.49
TX	SANGER INDEPENDENT SCHOOL DISTRICT	$904.78
TX	SULLIVAN CITY	$599.85
TX	TAYLOR CITY	$6,616.78
TX	TERRELL CITY	$6,219.57
TX	TEXARKANA CITY	$25,401.22
TX	THE COLONY CITY	$13,854.74
TX	TROUP CITY	$2,674.34
TX	UVALDE CITY	$5,101.70
TX	VAL VERDE COUNTY	$2,953.10
TX	VAN ALSTYNE TOWN	$2,307.11
TX	VERNON CITY	$8,995.70
TX	VICTORIA COUNTY	$12,822.70
TX	WALKER COUNTY	$1,633.60
TX	WATAUGA CITY	$4,152.79
TX	WEATHERFORD CITY	$9,649.10
TX	WESLACO CITY	$8,766.54
TX	WESTWORTH VILLAGE	$3,145.23
TX	WHARTON COUNTY	$5,020.26
TX	WISE COUNTY	$29,663.36
TX	WOODWAY CITY	$1,882.60
TX	WYLIE CITY	$16,507.33

State	Jurisdiction Name	Award Amount
	Totals for TX(185 Jurisdictions):	**$1,363,460.38**
UT	BRIGHAM CITY	$12,181.51
UT	CARBON COUNTY	$12,271.49
UT	CENTERVILLE CITY	$991.14
UT	CLEARFIELD CITY	$6,824.42
UT	CLINTON CITY	$4,983.35
UT	DUCHESNE COUNTY	$14,879.20
UT	EMERY COUNTY	$12,458.37
UT	FARMINGTON CITY	$10,589.61
UT	GRANTSVILLE CITY	$831.95
UT	HEBER CITY	$5,606.27
UT	HURRICANE CITY	$6,442.36
UT	IRON COUNTY	$13,081.28
UT	LOGAN CITY	$11,018.73
UT	NEPHI CITY	$633.90
UT	NORTH SALT LAKE CITY	$5,258.36
UT	OGDEN CITY	$24,563.74
UT	OREM CITY	$18,687.55
UT	PAROWAN CITY	$1,665.13
UT	PLEASANT GROVE CITY	$11,766.24
UT	ROY CITY	$6,071.38
UT	SARATOGA SPRINGS TOWN	$4,166.63
UT	SOUTH SALT LAKE CITY	$11,524.27
UT	SPANISH FORK CITY	$1,897.66
UT	SPRINGVILLE CITY	$4,392.73
UT	SUMMIT COUNTY	$18,447.61
UT	SYRACUSE CITY	$4,682.27
UT	TOOELE CITY	$2,318.64
UT	TOOELE COUNTY	$9,136.14
UT	UINTAH COUNTY	$17,108.10
UT	WASATCH COUNTY	$9,966.69
UT	WASHINGTON CITY	$2,629.97
UT	WEST BOUNTIFUL CITY	$3,114.60
UT	WILLARD CITY	$1,335.62
	Totals for UT(33 Jurisdictions):	**$271,526.91**
VA	ALTAVISTA TOWN	$2,078.06
VA	AMHERST COUNTY	$6,921.32
VA	ASHLAND TOWN	$5,537.05
VA	BEDFORD COUNTY	$21,299.19
VA	BLACKSTONE TOWN	$1,483.80
VA	BOTETOURT COUNTY	$5,537.05
VA	BRISTOL CITY	$8,729.35
VA	BUCKINGHAM COUNTY	$2,491.68
VA	BUENA VISTA CITY	$7,019.00
VA	CAMPBELL COUNTY	$4,911.83
VA	CAROLINE COUNTY	$8,297.27
VA	CHILHOWIE TOWN	$382.29
VA	CHRISTIANSBURG TOWN	$6,229.19

State	Jurisdiction Name	Award Amount
VA	COLONIAL HEIGHTS CITY	$11,535.52
VA	COVINGTON CITY	$2,768.53
VA	CULPEPER COUNTY	$7,486.56
VA	CUMBERLAND COUNTY	$922.85
VA	DANVILLE CITY	$25,562.94
VA	DICKENSON COUNTY	$7,648.05
VA	DINWIDDIE COUNTY	$5,537.05
VA	ELKTON TOWN	$1,349.66
VA	EMPORIA CITY	$2,754.69
VA	FAUQUIER COUNTY	$14,854.06
VA	FLUVANNA COUNTY	$7,726.50
VA	FRANKLIN COUNTY	$9,228.42
VA	FREDERICK COUNTY	$17,310.90
VA	FREDERICKSBURG CITY	$18,858.18
VA	FRONT ROYAL TOWN	$3,183.69
VA	GALAX CITY	$4,614.21
VA	GLOUCESTER COUNTY	$3,345.97
VA	GORDONSVILLE TOWN	$3,488.35
VA	GRAYSON COUNTY	$1,401.57
VA	GREENSVILLE COUNTY	$3,081.96
VA	HARRISONBURG CITY	$29,106.43
VA	HENRY COUNTY	$18,573.93
VA	HERNDON TOWN	$4,914.14
VA	JAMES CITY COUNTY	$16,881.08
VA	KING AND QUEEN COUNTY	$2,688.59
VA	KING GEORGE COUNTY	$10,271.23
VA	LANCASTER COUNTY	$3,783.66
VA	LEESBURG TOWN	$6,129.98
VA	LEXINGTON CITY	$1,937.97
VA	LOUISA COUNTY	$13,316.63
VA	LURAY TOWN	$2,406.31
VA	LYNCHBURG CITY	$43,846.88
VA	MANASSAS CITY	$22,974.15
VA	MARION TOWN	$1,301.21
VA	MIDDLETOWN TOWN	$417.59
VA	NEW KENT COUNTY	$5,293.42
VA	NORTON CITY	$7,654.98
VA	NOTTOWAY COUNTY	$3,599.09
VA	ORANGE COUNTY	$10,220.11
VA	PAGE COUNTY	$11,527.22
VA	PAMUNKEY REGIONAL JAIL AUTHORITY	$2,707.14
VA	PITTSYLVANIA COUNTY	$11,535.52
VA	POQUOSON CITY	$4,525.77
VA	PORTSMOUTH CITY	$50,294.87
VA	PRINCE GEORGE COUNTY	$20,302.52
VA	PURCELLVILLE TOWN	$3,147.82
VA	RAPPAHANNOCK COUNTY	$6,090.76
VA	ROANOKE CITY	$24,778.30

State	Jurisdiction Name	Award Amount
VA	ROANOKE COUNTY	$44,495.46
VA	SALEM CITY	$15,110.07
VA	SOUTH BOSTON TOWN	$9,966.69
VA	STANLEY TOWN	$3,663.69
VA	TAZEWELL COUNTY	$13,393.20
VA	TOWN OF DAYTON	$1,317.36
VA	VINTON TOWN	$8,294.51
VA	WARREN COUNTY	$14,767.78
VA	WESTMORELAND COUNTY	$2,422.44
VA	WILLIAMSBURG CITY	$4,625.75
VA	WISE COUNTY	$9,689.84
VA	WOODSTOCK TOWN	$2,111.01
VA	YORK COUNTY	$18,442.07
	Totals for VA(74 Jurisdictions):	**$722,103.91**
VT	BARRE CITY	$3,176.55
VT	BENNINGTON COUNTY	$968.99
VT	BRANDON TOWN	$875.78
VT	BRATTLEBORO TOWN	$2,434.46
VT	BURLINGTON CITY	$4,637.28
VT	DOVER TOWN	$2,471.37
VT	ESSEX JUNCTION VILLAGE	$3,709.83
VT	FAIR HAVEN TOWN	$5,387.09
VT	FAIRLEE TOWN	$382.97
VT	GRAND ISLE COUNTY	$1,010.50
VT	HARDWICK TOWN	$1,107.41
VT	HARTFORD TOWN	$6,116.15
VT	MIDDLEBURY TOWN	$3,344.38
VT	MILTON TOWN	$3,676.97
VT	MONTPELIER CITY	$2,768.53
VT	RUTLAND CITY	$1,004.11
VT	SHELBURNE TOWN	$1,841.07
VT	SOUTH BURLINGTON CITY	$5,155.87
VT	SPRINGFIELD TOWN	$1,416.44
VT	ST ALBANS CITY	$3,691.37
VT	STOWE TOWN	$2,396.16
VT	SWANTON VILLAGE	$1,116.64
VT	WASHINGTON COUNTY	$2,353.25
VT	WILMINGTON TOWN	$1,326.13
VT	WINHALL TOWN	$4,713.42
	Totals for VT(25 Jurisdictions):	**$67,082.72**
WA	ABERDEEN CITY	$3,775.59
WA	AIRWAY HEIGHTS CITY	$4,152.79
WA	ARLINGTON CITY	$3,233.25
WA	ASOTIN COUNTY	$8,419.55
WA	AUBURN CITY	$13,041.36
WA	BAINBRIDGE ISLAND CITY	$3,631.52
WA	BATTLE GROUND CITY	$4,592.99
WA	BELLINGHAM CITY	$19,329.83

State	Jurisdiction Name	Award Amount
WA	BLACK DIAMOND TOWN	$2,123.78
WA	BONNEY LAKE CITY	$2,545.59
WA	BREMERTON CITY	$8,222.63
WA	BURLINGTON CITY	$8,419.73
WA	CASTLE ROCK CITY	$1,831.53
WA	CENTRALIA CITY	$8,905.43
WA	CHEHALIS CITY	$2,751.42
WA	CLALLAM COUNTY	$15,008.94
WA	CLARKSTON CITY	$1,807.83
WA	COLLEGE PLACE CITY	$3,245.90
WA	DES MOINES CITY	$5,689.23
WA	DOUGLAS COUNTY	$5,180.91
WA	EAST WENATCHEE CITY	$7,856.69
WA	EDMONDS CITY	$5,168.67
WA	ELLENSBURG CITY	$6,739.17
WA	ELMA CITY	$1,367.79
WA	ENUMCLAW CITY	$6,342.06
WA	EPHRATA CITY	$4,394.76
WA	FIFE CITY	$11,887.77
WA	FIRCREST CITY	$1,102.86
WA	FRANKLIN COUNTY	$1,959.30
WA	GRANDVIEW CITY	$8,037.96
WA	GRAYS HARBOR COUNTY	$13,568.64
WA	ISLAND COUNTY	$11,618.58
WA	JEFFERSON COUNTY	$8,019.32
WA	KALAMA CITY	$1,344.95
WA	KELSO CITY	$6,735.83
WA	KIRKLAND CITY	$18,529.24
WA	KITTITAS COUNTY	$26,660.69
WA	LACEY CITY	$3,039.50
WA	LAKE FOREST PARK CITY	$3,627.23
WA	LAKEWOOD CITY	$16,992.71
WA	LEWIS COUNTY	$7,378.68
WA	LYNNWOOD CITY	$21,509.23
WA	MARYSVILLE CITY	$9,937.99
WA	MASON COUNTY	$7,945.67
WA	MEDINA CITY	$918.32
WA	MILL CREEK CITY	$3,204.57
WA	MONROE CITY	$4,252.32
WA	MOSES LAKE CITY	$19,026.75
WA	MOXEE CITY	$4,361.63
WA	MUKILTEO CITY	$8,163.97
WA	NORMANDY PARK CITY	$1,753.40
WA	OAK HARBOR CITY	$4,143.76
WA	OKANOGAN COUNTY	$18,723.56
WA	OLYMPIA CITY	$5,899.70
WA	OTHELLO CITY	$1,536.54
WA	PASCO CITY	$14,338.19

State	Jurisdiction Name	Award Amount
WA	PEND OREILLE COUNTY	$6,343.62
WA	PORT ANGELES CITY	$4,748.51
WA	PULLMAN CITY	$1,272.60
WA	RIDGEFIELD CITY	$4,149.10
WA	SKAMANIA COUNTY	$12,733.31
WA	STEILACOOM TOWN	$2,804.84
WA	STEVENS COUNTY	$4,820.29
WA	SUMNER CITY	$3,885.17
WA	SUNNYSIDE CITY	$5,143.74
WA	TOPPENISH CITY	$2,238.54
WA	TUKWILA CITY	$24,455.31
WA	WAHKIAKUM COUNTY	$2,118.85
WA	WALLA WALLA CITY	$5,952.84
WA	WENATCHEE CITY	$11,590.60
WA	WEST RICHLAND CITY	$2,723.44
WA	YAKIMA CITY	$36,793.70
WA	ZILLAH CITY	$2,687.78
	Totals for WA(73 Jurisdictions):	**$558,460.04**
WI	ADAMS COUNTY	$7,170.48
WI	ALTOONA CITY	$2,768.53
WI	ANTIGO CITY	$313.03
WI	APPLETON CITY	$9,805.20
WI	ARCADIA CITY	$1,466.73
WI	ASHLAND CITY	$5,430.00
WI	ASHLAND COUNTY	$11,012.27
WI	ATHENS VILLAGE	$426.82
WI	BANGOR VILLAGE	$484.95
WI	BARABOO CITY	$3,322.23
WI	BARRON CITY	$862.86
WI	BARRON COUNTY	$1,845.69
WI	BAYFIELD COUNTY	$3,691.37
WI	BAYSIDE VILLAGE	$2,018.72
WI	BEAVER DAM CITY	$9,631.70
WI	BELLEVILLE VILLAGE	$3,229.94
WI	BELMONT VILLAGE	$622.92
WI	BELOIT CITY	$8,918.27
WI	BELOIT TOWN	$2,390.16
WI	BERLIN CITY	$1,823.23
WI	BLACK RIVER FALLS CITY	$3,389.14
WI	BOSCOBEL CITY	$1,115.72
WI	BROOKFIELD TOWN	$1,384.27
WI	BROWN DEER VILLAGE	$2,477.83
WI	BURLINGTON CITY	$5,490.91
WI	BUTLER VILLAGE	$1,103.72
WI	BENTON CITY	$461.43
WI	CALUMET COUNTY	$4,670.51
WI	CAMPBELL TOWN	$2,390.16
WI	CEDARBURG CITY	$1,959.71

State	Jurisdiction Name	Award Amount
WI	CHENEQUA VILLAGE	$4,450.41
WI	CHIPPEWA COUNTY	$11,886.20
WI	CHIPPEWA FALLS CITY	$3,488.35
WI	CLINTONVILLE CITY	$1,418.87
WI	COLUMBIA COUNTY	$4,005.14
WI	CORNELL CITY	$1,384.27
WI	COTTAGE GROVE VILLAGE	$3,112.13
WI	CRANDON CITY	$686.12
WI	CRAWFORD COUNTY	$6,372.23
WI	CROSS PLAINS VILLAGE	$3,047.69
WI	CUBA CITY	$485.42
WI	CUDAHY CITY	$3,352.62
WI	CUMBERLAND CITY	$902.01
WI	DARLINGTON CITY	$381.14
WI	DE FOREST VILLAGE	$2,868.20
WI	DELAFIELD CITY	$1,767.25
WI	DELAVAN TOWN	$3,197.65
WI	DODGE COUNTY	$6,090.76
WI	DODGEVILLE CITY	$2,390.16
WI	DOOR COUNTY	$3,490.40
WI	DOUGLAS COUNTY	$2,842.34
WI	DUNN COUNTY	$7,530.39
WI	DURAND CITY	$3,228.10
WI	EAST TROY TOWN	$2,311.72
WI	EAU CLAIRE CITY	$12,548.34
WI	EDGERTON CITY	$2,200.98
WI	ELM GROVE VILLAGE	$1,961.04
WI	FITCHBURG CITY	$4,477.12
WI	FOND DU LAC CITY	$6,359.77
WI	FOREST COUNTY	$6,967.46
WI	FORT ATKINSON CITY	$3,353.61
WI	FOX POINT VILLAGE	$1,845.69
WI	FRANKLIN CITY	$3,691.37
WI	GLENDALE CITY	$7,360.59
WI	GRAFTON VILLAGE	$2,756.99
WI	GRAND CHUTE TOWN	$7,814.17
WI	GRAND RAPIDS TOWN	$1,125.87
WI	GRANT COUNTY	$1,839.38
WI	GREEN COUNTY	$2,882.50
WI	GREENFIELD CITY	$4,844.92
WI	GREENWOOD CITY	$1,384.27
WI	HALES CORNERS VILLAGE	$2,422.46
WI	HARTFORD CITY	$2,041.48
WI	HARTLAND VILLAGE	$1,684.11
WI	HAYWARD CITY	$807.49
WI	HIGHLAND VILLAGE	$614.15
WI	HILLSBORO CITY	$1,772.78
WI	HOLMEN VILLAGE	$3,831.18

State	Jurisdiction Name	Award Amount
WI	HORICON CITY	$1,219.08
WI	HORTONVILLE VILLAGE	$2,205.60
WI	HUDSON CITY	$1,663.89
WI	HURLEY CITY	$1,405.03
WI	IOWA COUNTY	$922.85
WI	IRON COUNTY	$4,485.02
WI	JACKSON COUNTY	$2,676.25
WI	JACKSON VILLAGE	$2,307.11
WI	JANESVILLE CITY	$9,269.89
WI	JEFFERSON COUNTY	$15,270.73
WI	JUNEAU COUNTY	$3,669.22
WI	KAUKAUNA CITY	$2,832.54
WI	KENOSHA CITY	$11,550.71
WI	KEWASKUM VILLAGE	$2,653.17
WI	KEWAUNEE CITY	$2,466.27
WI	KIEL CITY	$3,432.98
WI	KRONEWETTER TOWN	$922.85
WI	LA CROSSE CITY	$8,305.58
WI	LADYSMITH CITY	$1,199.70
WI	LAKE DELTON VILLAGE	$1,993.34
WI	LAKE GENEVA CITY	$2,834.97
WI	LAKE HALLIE VILLAGE	$2,741.30
WI	LAKE MILLS CITY	$1,384.27
WI	LANCASTER CITY	$862.86
WI	LANGLADE COUNTY	$3,539.78
WI	LINCOLN COUNTY	$5,075.63
WI	LINN TOWN	$624.77
WI	LITTLE CHUTE VILLAGE	$2,883.88
WI	LUXEMBURG VILLAGE	$1,525.00
WI	MANITOWOC CITY	$5,038.72
WI	MANITOWOC COUNTY	$5,133.31
WI	MARINETTE CITY	$1,661.12
WI	MARINETTE COUNTY	$5,998.48
WI	MARQUETTE COUNTY	$6,714.60
WI	MARSHALL VILLAGE	$1,688.81
WI	MARSHFIELD CITY	$5,307.97
WI	MAYVILLE CITY	$1,824.00
WI	MCFARLAND VILLAGE	$3,045.38
WI	MELROSE VILLAGE	$380.68
WI	MENASHA CITY	$3,907.78
WI	MENOMONEE FALLS VILLAGE	$4,268.15
WI	MENOMONIE CITY	$4,761.87
WI	MEQUON CITY	$5,513.49
WI	MERRILL CITY	$3,491.29
WI	MIDDLETON CITY	$10,038.68
WI	MILTON CITY	$1,183.22
WI	MINERAL POINT CITY	$4,613.75
WI	MINOCQUA TOWN	$2,219.44

State	Jurisdiction Name	Award Amount
WI	MONONA CITY	$3,824.26
WI	MONROE CITY	$2,394.78
WI	MONROE COUNTY	$7,764.33
WI	MOUNT HOREB VILLAGE	$2,868.20
WI	MOUNT PLEASANT TOWN	$5,899.73
WI	MUKWONAGO TOWN	$1,707.26
WI	NEENAH CITY	$2,117.48
WI	NEW BERLIN CITY	$6,459.90
WI	NEW HOLSTEIN CITY	$1,292.10
WI	NEW LONDON CITY	$2,596.88
WI	NEW RICHMOND CITY	$1,507.61
WI	NEWBURG VILLAGE	$984.67
WI	NIAGARA CITY	$331.72
WI	NORWALK VILLAGE	$913.62
WI	NORWAY TOWN	$1,233.49
WI	OAK CREEK CITY	$5,917.66
WI	OCONOMOWOC CITY	$1,038.20
WI	OCONOMOWOC TOWN	$485.42
WI	OCONTO CITY	$1,993.34
WI	OCONTO COUNTY	$2,989.90
WI	ONALASKA CITY	$5,664.41
WI	ONEIDA COUNTY	$4,305.06
WI	OREGON VILLAGE	$4,780.32
WI	OSHKOSH CITY	$12,043.09
WI	OSSEO CITY	$3,691.37
WI	PEWAUKEE VILLAGE	$2,325.57
WI	PIERCE COUNTY	$3,896.70
WI	PLATTEVILLE CITY	$2,445.54
WI	PLEASANT PRARIE VILLAGE	$11,275.97
WI	PLOVER VILLAGE	$3,476.81
WI	PLYMOUTH CITY	$2,071.78
WI	POLK COUNTY	$9,745.21
WI	PORTAGE CITY	$2,286.81
WI	PORTAGE COUNTY	$4,076.66
WI	REDGRANITE VILLAGE	$721.97
WI	REEDSBURG CITY	$3,346.23
WI	RHINELANDER CITY	$2,768.41
WI	RICE LAKE CITY	$1,669.81
WI	RICHLAND COUNTY	$3,047.69
WI	RIPON CITY	$1,912.13
WI	RIVER FALLS CITY	$5,075.63
WI	RIVER HILLS VILLAGE	$669.07
WI	ROME TOWN	$1,372.73
WI	ROTHSCHILD VILLAGE	$3,459.43
WI	RUSK COUNTY	$830.56
WI	SAUK COUNTY	$5,258.36
WI	SAWYER COUNTY	$1,617.28
WI	SHARON VILLAGE	$2,085.62

State	Jurisdiction Name	Award Amount
WI	SHAWANO CITY	$542.63
WI	SHAWANO COUNTY	$3,322.23
WI	SHEBOYGAN FALLS CITY	$1,647.16
WI	SHOREWOOD VILLAGE	$2,307.11
WI	SIREN VILLAGE	$613.69
WI	SLINGER VILLAGE	$1,952.74
WI	SOMERSET VILLAGE	$746.26
WI	SOUTH MILWAUKEE CITY	$2,307.11
WI	SPARTA CITY	$2,768.53
WI	SPRING VALLEY VILLAGE	$571.71
WI	ST CROIX COUNTY	$20,655.51
WI	SUN PRAIRIE CITY	$17,072.57
WI	SUPERIOR CITY	$10,797.25
WI	SUMMIT VILLAGE	$1,578.06
WI	TAYLOR COUNTY	$2,720.08
WI	TREMPEALEAU COUNTY	$3,765.20
WI	TWIN LAKES VILLAGE	$2,307.11
WI	VERONA CITY	$2,962.33
WI	WALWORTH VILLAGE	$1,315.03
WI	WATERLOO CITY	$478.04
WI	WAUKESHA CITY	$13,842.63
WI	WAUNAKEE VILLAGE	$3,346.23
WI	WAUPACA CITY	$4,244.85
WI	WAUPACA COUNTY	$5,929.13
WI	WAUTOMA CITY	$897.65
WI	WAUWATOSA CITY	$10,612.68
WI	WEST ALLIS CITY	$20,394.80
WI	WEST BEND CITY	$6,056.15
WI	WEST SALEM VILLAGE	$2,860.81
WI	WHITEFISH BAY VILLAGE	$2,588.58
WI	WHITEWATER CITY	$6,344.54
WI	WILLIAMS BAY VILLAGE	$1,384.27
WI	WINNECONNE VILLAGE	$415.28
WI	WISCONSIN RAPIDS CITY	$6,367.61
WI	WOOD COUNTY	$4,983.35
	Totals for WI(209 Jurisdictions):	**$778,610.48**
WV	BARBOURSVILLE VILLAGE	$7,762.49
WV	CHARLES TOWN CITY	$2,307.11
WV	HARRISON COUNTY	$1,187.70
WV	HUNTINGTON CITY	$5,813.91
WV	MOOREFIELD TOWN	$1,582.41
WV	MORGANTOWN CITY	$4,745.72
WV	OHIO COUNTY	$1,384.27
WV	PUTNAM COUNTY	$5,163.30
WV	RICHWOOD CITY	$1,044.64
WV	UPSHUR COUNTY	$2,556.28
WV	WEIRTON CITY	$3,787.35
WV	WINFIELD TOWN	$1,096.34

State	Jurisdiction Name	Award Amount
WV	WYOMING COUNTY	$1,398.11
	Totals for WV(13 Jurisdictions):	**$39,829.63**
WY	ALBANY COUNTY	$3,724.13
WY	CAMPBELL COUNTY	$4,042.05
WY	CARBON COUNTY	$4,498.86
WY	CASPER CITY	$13,348.40
WY	CHEYENNE CITY	$22,596.06
WY	CODY CITY	$2,076.40
WY	CONVERSE COUNTY	$12,191.90
WY	DOUGLAS CITY	$3,482.35
WY	EVANSTON CITY	$7,462.49
WY	FREMONT COUNTY	$3,661.77
WY	GILLETTE CITY	$7,890.30
WY	GREEN RIVER CITY	$1,569.09
WY	HOT SPRINGS COUNTY	$2,637.59
WY	LARAMIE CITY	$12,168.68
WY	LINCOLN COUNTY	$2,418.00
WY	LUSK TOWN	$2,768.53
WY	MILLS TOWN	$4,166.54
WY	NATRONA COUNTY	$5,343.26
WY	PARK COUNTY	$11,795.30
WY	RAWLINS CITY	$6,647.54
WY	RIVERTON CITY	$7,381.88
WY	ROCK SPRINGS CITY	$4,491.59
WY	SARATOGA TOWN	$507.57
WY	SHERIDAN CITY	$3,205.96
WY	SHERIDAN COUNTY	$4,275.89
WY	SUBLETTE COUNTY	$17,337.89
WY	SWEETWATER COUNTY	$7,778.66
WY	TETON COUNTY	$6,671.19
WY	THERMOPOLIS TOWN	$876.70
WY	TORRINGTON TOWN	$1,168.39
WY	TOWN OF BAR NUNN	$2,233.28
WY	WHEATLAND TOWN	$1,590.98
	Totals for WY(32 Jurisdictions):	**$192,009.22**
	Report Totals for (3775 Jurisdictions):	**$24,756,574.00**

File #: BR-2026-149 Agenda Item #: 6c.

Submitted By: Sarah Gifford / Susan Dobson

Presentation By: Michael Balken

Department: Police

FORMAL TITLE:
Budget Resolution 2026-149 to amend the Fiscal Year 2025-26 budget to appropriate funds from the Police Trust and Agency Fund Reserve for the purchase of a tested single-purpose explosives detection K9 in the amount of $15,800

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Police Trust and Agency Fund was created to deposit revenues received from federal, criminal, administrative, or civil forfeiture proceedings.

FINDINGS AND CONCLUSIONS:
The acquisition of a specialized single-purpose K9 with explosive detection capabilities will enhance community safety by conducting general open-air sniffs, protective sweeps of critical infrastructure, protective sniffs at special events, and sniffs for explosive materials associated with criminal activity.

FISCAL IMPACT:
The transfer of $15,800 to account 610-018-808-521-68-67010 (Collections/Other Fixed Asset) will fund the purchase of a single-purpose explosive detection K9.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-149

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO TRANSFER FUNDS FROM THE POLICE TRUST AND AGENCY FUND RESERVE FOR THE PURCHASE OF A SINGLE-PURPOSE K9 IN THE AMOUNT OF $15,800

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

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

WHEREAS, the utilization of $15,800 in funds will enhance both public and police safety through the acquisition of a specialized single-purpose explosives detection K9.

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

SOURCE:

610-099-999-521-81-99999	Reserve for Fund Balance	$15,800

USE:

610-018-808-521-68-67010	Collections/Other Fixed Assets	$15,800

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

Ocala Police Department
Requisition

06/09/2026

Vendor # _____

Fiscal Mgmt. Requisition # 26V831-451
DOC # / BATCH #
Council Approval
Authorized Date & Time

Vendor
Name: SouthernCoast K9
Address: 690 Meta Lane
City: New Smyrna Beach St: FL Zip: 32168
Phone #: 877-903-3647 Fax #:
Attention: Bobbi Mahlan
E-Mail: Bmahlan@southerncoastk9.com (Need for ALL PO Request)

Qty	Units	Product # Invoice #	Description	Unit Price	Total
1		2026-048	Trained Single-Purpose Bomb Detection Canine	15800.00	15800
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
				SubTotal:	15800.00
				Shipping & Handling:	
				Total:	15800.00

Payment
Procurement Card ☐ Whose Card _____ (below $2,500) (Chief or DC approval over $2,500)
Purchase Order ☐ * W-9 Required & New Vendor Form (over $5,000 or if Vendor request)
Check (Voucher) ☐ * 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 # _____

OPD DEPT K-9

Acct Mgr	Account Code	Amount
LR	610-018-808-521-68-67010	15800.00

Initiated By: D. Rodriguez Date: 06/09/26
Approval
Section Head: Date: 6/11/26
Chief/Designee: Date: 6/11/26
Fiscal Mgr.: Date: 6/11/2026

Disapproved ☐ _____

Expenditure Breakdown Line Item # _____

Justification: New single-purpose explosives detection canine.

Project Manager D. Rodriguez
Project Manager email Drodriguez @ocalapd.org
Project Manager phone # (352) 789-3674

Pending FT _____
Approved TRF _____

OPD-873 (07/25)



SCK9, LLC d/b/a Southern Coast K9
690 Meta Ln
New Smyrna Beach, FL
32168-8808 US
(877) 903-3647
info@southerncoastk9.com

Quote

ADDRESS
Ocala Police Department

QUOTE	2026-033
DATE	06/09/2026
EXPIRATION DATE	07/09/2026

QTY	DESCRIPTION	RATE	AMOUNT
1	Pre-Trained Explosive Detection K9 (Floppy) Doki // M // 71875	15,800.00	15,800.00

TOTAL **$15,800.00**

Accepted By

Accepted Date

File #: 2026-1536 Agenda Item #: 6d.

Submitted By: Jasmine Dieguez

Presentation By: Jeff Shrum

Department: Growth Management

FORMAL TITLE:
Contract with JRD & Associates to perform a Growth Management Department fee study pertaining to development and building permit fees, with a not-to-exceed amount of $91,546

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala's Growth Management Department is seeking approval to utilize JRD & Associates under the Federal Government Services Administration (GSA) competitively awarded Professional Services Contract (GS-10F-0265Y) to study and recommend modifications to the current adopted fee schedule and associated processes to ensure compliance with state law.

Recent state legislative actions have resulted in House Bills (HB) 399 and 803, which impose specific requirements on the City to evaluate the language, methodologies, and fee amounts related to development, building permitting, and inspections. Having a consultant with expertise in conducting fee studies will ensure a professional, comprehensive, and unbiased evaluation of our fee schedule for compliance with state law and minimize the impact on staff as they perform their regular duties. The recent legislation regarding local government fees includes:

- **HB 399**, approved by Governor DeSantis on March 27, 2026. **Development Fees** - This bill requires: *"The amount of any application fee associated with a development permit or development order must reasonably relate to the direct and reasonable indirect costs associated with the review, processing, and final disposition of the application and must be published on the municipality's fee schedule. The fee may not be based on a percentage of construction costs, site costs, or project valuation."*
    - **Effective Date: January 1, 2027.**

- **HB 803**, approved by Governor DeSantis on May 6, 2026. **Building Permit Fees** - This bill requires local governments to ensure their fees specifically address permits for which private providers are used. More specifically, the legislation requires that fees be based on the costs incurred by the local jurisdiction, including the labor costs of personnel providing such services and clerical and supervisory assistance.
    - **Effective Date: July 1, 2026.**

FINDINGS AND CONCLUSIONS:

Working with Procurement staff, Growth Management staff evaluated multiple vendors. At the conclusion, JRD & Associates was identified as offering the best overall value. The proposed contract contemplates $38,958 for Building Division services and $45,388 for other Growth Management services for a total amount of $84,346. Although travel was not included in the base proposal, staff and the consultant have determined that up to six trips to Ocala may be necessary: three trips for each study (Building and Development). Specifically, the three potential trips are to conduct a project kickoff, provide a mid-point progress update, and deliver a final presentation, all of which are necessary to complete the project. Where possible, these trips may be replaced with virtual meetings. The inclusion of the six trips could add $7,200 to the project cost, bringing the total contract amount not to exceed $91,546.

In comparison of bid submittals, the next lowest bidder, ISF, submitted a proposal of $195,000, approximately $103,454 higher than the proposal from JRD & Associates.

The proposed duration for the overall project is being split into two phases. To address the more immediate effective date of July 1, 2026, included in HB 803, the first phase of the study will cover the building permitting fees, with an approximate eight-to-10-week duration. The second phase of the study will address HB 399, effective January 1, 2027, which addresses development-related (Growth Management) fees, with an approximate 12-week completion period.

The consultant provided examples of past fee study presentations conducted for the cities of South Miami and Pinecrest. Additionally, the Chief Building Official of South Miami provided a strong recommendation for JRD & Associates. She highlighted their successful completion of a previous fee study for the City of Coral Gables and specifically commended the firm’s exceptional communication throughout the process.

Staff recommends approval of the contract award to JRD & Associates.

FISCAL IMPACT:
Funding for this project is available in Fiscal Year 2025-26:

- Account 001-016-061-515-51-31010 (Professional Services/other - Planning) in the amount of $48,988 (includes three travel events $3,600).
- A Budget Resolution is provided on the same agenda to transfer funds from the Building Fund Reserve for Fund Balance (115-099-999-524-81-99999) to the Professional Services/other account (115-016-061-524-52-3101) in the amount of $42,558 (includes three travel events $3,600).

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

COOPERATIVE PURCHASING AGREEMENT FOR MANAGEMENT AND FINANCIAL CONSULTING SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR MANAGEMENT AND FINANCIAL CONSULTING SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **JRD & ASSOCIATES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0627780) ("Consultant" or "Contractor").

WHEREAS, after a competitive procurement process, the Federal General Services Administration (GSA) entered into a Multiple Award Schedule Contract with JRD & Associates, Inc. for the provision of management and financial consulting services, GSA Award Number GS-10F-0265Y (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 management and financial consulting 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, Consultant 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 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. **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 Management and Financial Consulting Services as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **GSA Agreement:** shall mean the Multiple Award Schedule Contract between the General Services Administration and JRD & Associates, Inc. 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 Consultant 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-213)

B. Exhibit B: Consultant Pricing (B-1 through B-6)

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 Consultant a price not to exceed the maximum limiting amount of **NINETY-ONE THOUSAND, FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS ($91,546)** 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 **MONTH, DAY, YEAR** and continue through and including **MONTH, DAY, YEAR**.

C. **Invoice Submission**. All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Consultant shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, **201 SE 3rd Street, Second Floor, Ocala, Florida 34471**; Attn: **Matt Leibfried** E-Mail: mleibfried@ocalafl.gov; Office: 352-629-8203.

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 Consultant; (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)** calendar days of the Consultant's remedy or resolution of the inadequacy or defect.

F. **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 judgments at the highest rate as allowed by law.

G. **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 the Agreement. Payments to Consultant 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. 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.

6. **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.

7. **GENERAL LIABILITY INSURANCE.** Consultant 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 Consultant 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. Consultant shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. 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.

   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. 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 subcontractors, 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 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. **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.gov.** 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 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**. 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.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 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.

G. **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.

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

12. **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.

13. **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.

14. **CONFLICT OF INTEREST.** Consultant 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. Consultant shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant'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.** 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.

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 Consultant:

JRD & Associates, Inc.
Attention: Jorge R. Duyos, P.E.
7400 SW 50 Terrace, Suite 206
Miami, Florida 33155
Phone: 786-205-2735
E-mail: jduyos@jrdandassociates.com

If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8248 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.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant 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).** 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.
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

_____
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

JRD & ASSOCIATES, INC.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line 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 GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule (MAS)
Contract Number: GS-10F-0265Y
For more information on ordering from Federal Supply Schedules
click on the FSS Schedules button at http://www.gsa.gov/schedules-ordering
Contract Period: April 12, 2022- April 11, 2027

Contractor: JRD & Associates, Inc.
7400 SW 50th TER, STE 206
Miami, FL 33155 4487

Business Size: Small Business

Telephone: (305) 662-7288
Extension:
FAX Number: (305) 662-7281
Web Site: http://www.jrdandassociates.com/
E-mail: VDUYOS@JRDANDASSOCIATES.COM
Contract Administration: Vivian Duyos

Pricelist current as of Modification # PS-0043; Effective 2/23/2026

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:

SIN	SIN Description
541611	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
OLM	Order-Level Materials (OLM)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See page 4

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See Page 5

2. Maximum Order: $1,000,000.00

3. Minimum Order: $100.00

4. Geographic Coverage (delivery Area): Domestic and Overseas

5. Point(s) of production (city, county, and state or foreign country): Same as company address

6. Discount from list prices or statement of net price: Government net prices (discounts already deducted).

7. Quantity discounts: None

8. Prompt payment terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) Contact Contractor

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor

10c. Overnight and 2-day delivery. Contact Contractor

10d. Urgent Requirements. Contact Contractor

11. F.O.B. point(s). Destination

12a. Ordering address(es).

SAME AS COMPANY ADDRESS

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

SAME AS COMPANY ADDRESS

14. Warranty provision. Standard Commercial Warranty Terms & Conditions

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

23. Unique Entity Identifier (UEI) number. N9NGA7YBPGL8

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

Refresh Number : **31**

Contract Number : **GS-10F-0265Y**

Created on April 14, 2026

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees

of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer’s written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are

available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION

(FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or “REPSHIP FOR T.O.”

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military

Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The

Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address

is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (DEVIATION - NOV 2025)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024) (DEVIATION - NOV 2025)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) (DEVIATION - NOV 2025)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) (DEVIATION - NOV 2025)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010) (DEVIATION - NOV 2025)	Clause
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (DEVIATION NOV 2025)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY	Clause

	2014) (DEVIATION NOV 2025)	
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025) (DEVIATION - NOV 2025)	Clause
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (DEVIATION NOV 2025)	Clause
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION NOV 2025)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
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52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
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52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
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52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause

52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
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52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
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552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)	Clause

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause#

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall#

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to X.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental

unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

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

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer

program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or

routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this

clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C.

552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition*. *United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG

marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a

combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is

deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of

items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking

and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

Note: Regulation 552.238-103
Note: All contractors are required to comply with GSA's established catalog submission and maintenance rules to ensure accurate and complete electronic commerce representation.

Detailed instructions and guidance can be found in the FAS Catalog Platform (FCP) Help Page at: https://catalog.gsa.gov/help.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0031

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Note: Regulation 552.238-83

The types of books, documents, papers and records shall include but are not to be limited to:

- Eligible users of the GSA Sources of Supply and Services, as defined by OGP 4800.2I and/or subsequent orders,
- Basis of Award customers, 552.238-81 Price Reductions, and 552.238-80 Industrial Funding Fee and Sales Reporting,
- Verifying CSP-1 Form accuracy and completeness,
- GSA MAS Contractor Team Arrangements (CTAs), and
- Authorized Dealers incorporated into the MAS contract by the Contracting Officer.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its

restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.

(b) Eligible ordering activities will utilize GSA's online shopping and ordering system to review a Contractors' price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Requirements after getting a MAS contract page (https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule/help-with-mas-contracts-to-sell-to-government/requirements-after-getting-a-mas-contract?gsaredirect=mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

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

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature,

including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may

issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant

Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of

Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by the addition of "(DEVIATION FAR (clause number))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of Clause)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the

termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government- furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real

property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and

document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property*. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production

scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121 st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts

removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or

for a prime contractor or another subcontractor.

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

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the

Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or

Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services), whichever is applicable to the resultant contract.

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

"Energy-efficient product" means a product that–

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

"GSA Advantage!" is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

"Other environmental attributes" refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

"Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an product's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE

GOVERNMENT (JUN 2020) (ALTERNATE I-NOV 2021)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services). the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)

(a) The Government may require continued performance of this contract for an additional 5 year period. This option may be exercised up to three times.

(b) The Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of Clause)

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(a) *Security clearances*. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).

(b) *Travel*. The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does not apply to travel and per diem charges.

(c) *Certifications, licenses and accreditations*. As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance*. As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(e) *Personnel*. The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.

(f) *Organizational conflicts of interest*. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such an order may be restricted in accordance with FAR part 9.5.

(g) *Documentation/Standards*. The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements*. Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property*. As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds*. Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) *Overtime*. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic*.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas*. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)
(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.
(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a)Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a)certifications, 8(a)eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a)contractor under the 8(a)program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1)To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)regulations), when the owner or owners upon whom 8(a)eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2)To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor's reported sales are not expected to exceed $100,000 within the first 60 months following contract award. The FSS Contracting Officer may

decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed $125,000 each 60 month period thereafter.

(End of clause)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[ ]in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

X 552.229-70 Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN 552.232-72 Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

(End of Clause)

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____* 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

X 552.232-23 Assignment of Claims

(End of Clause)

52.225-5 TRADE AGREEMENTS (NOV 2023)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these

types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

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

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

End of clause

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items

that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to

influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the

contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is

inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to fixed price orders.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)

n accordance with the GSAR clause at 552.238-113, Authorities Supporting Use of Federal Supply Schedule Contracts, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

552.238-112 DEFINITIONS- FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at https://www.gsa.gov/eligibilitydeterminations.

Ordering activity (also called “ordering agency” and “ordering office”) means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL

SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:.

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein “the parties”). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i)FAR clause 52.233-1, Disputes, and

(ii)Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

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

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

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

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

552.238-88 GSA ADVANTAGE!®. (JULY 2024)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, Electronic Commerce.

(b) The Contractor shall refer to contract clauses 552.238-77, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, Modifications (which addresses electronic file updates).

(c) Single-use plastic (SUP) free packaging icon. Contractors are encouraged to utilize the GSA Advantage!® single-use plastic (SUP) free packaging icon when applicable (see 552.238-118). The offeror may include in their price list if the contractor is providing SUP free packaging (either for shipping or as part of the product packaging) at either a price premium or discount (see 552.238-119).

(End of clause)

552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for
participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in
paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the
successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A
Contracting Officer may consider a joint venture for contract award. SBA does not approve joint
ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant
eligibility.

(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any
agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND

COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the
Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-(1) Quantities being acquired; and(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."](2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than

the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct

labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is

different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must

comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to Time-and-Materials or Labor Hour orders.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

552.238-119 SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)

(a) Definitions. As used in this clause—

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of

single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) General. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) Procedures.

(1) Price premiums and discounts. For any single-use plastic (SUP) free packaging identified per 552.238-118, Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) Submission requirements. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current

(3) Identification of SUP free packaging. For easy identification of SUP free packaging, once available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see https://www.gsa.gov/logos. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) Reliability. Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause

the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data*.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at https://www.gsa.gov/logos. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate and complete, e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists*.

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: https://www.GSAAdvantage.gov.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor’s internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.
1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert “Not applicable” for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items (list items by country of origin).
10a. Time of delivery. (Contractor insert number of days.)
10b. Expedited Delivery. The Contractor must insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.

10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.
11. F.O.B. point(s).
12a. Ordering address(es).
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
14. Warranty provision.
15. Export packing charges, if applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable).
17. Terms and conditions of installation (if applicable).
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
18b. Terms and conditions for any other services (if applicable).
19. List of service and distribution points (if applicable).
20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at https://www.section508.gov/.
23. Unique Entity Identifier (UEI) number.
24. Notification regarding registration in the System for Award Management (SAM) database.

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Note: Regulation I-FSS-600
- All Commercial Off the Shelf (COTS) and commercial type products are prohibited from being duplicated and published to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Commercial Off the Shelf (COTS) and commercial type products should be published for sale on GSA Advantage OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Services offerings are prohibited from being duplicated and published to the Price List generated by the FAS Catalog Platform (FCP) AND the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Service offerings should be published to a Price List generated by FCP OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

552.238-120 ECONOMIC PRICE ADJUSTMENT—FEDERAL SUPPLY SCHEDULE CONTRACTS (SEP 2024)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Definition. Economic price adjustment method, as used in this clause, means the agreed upon procedures by which pricing may be adjusted throughout the contract period to include, but not limited to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency, limits on increases).

(b) General. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) Exceptions. This clause does not cover—

(1) Adjustments based on statute, Executive Order, or regulation (e.g., Service Contract Labor Standards (41 U.S.C. chapter 67) and AbilityOne procurements (FAR subpart 8.7));

(2) Adjustments based on a change clause (e.g., paragraph (c) of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4));

(3) Price reductions made under GSAR clause 552.238-81, Price Reductions;

(4) Adjustments based on GSAR clause 552.238-117, Price Adjustment-Failure to Provide Accurate Information; and

(5) Adjustments based on a contract clause that authorizes an adjustment based on specified actions or conditions.

(d) Economic price adjustment method. The EPA method may be revised through mutual agreement of the parties. In the event of a conflict between the EPA method and this contract, the contract shall control.

(e) Submission requirements. The Contractor shall submit EPA requests to the Federal Supply Schedule (FSS) Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request. The FSS Contracting Officer may request additional information from the Contractor.

(f) Contracting Officer responsibilities. The FSS Contracting Officer will— (1) Review the EPA request to ensure conformance with the EPA method, (2) Make a determination. The FSS Contracting Officer may use any information (e.g., market research) deemed necessary to support their determination. The FSS Contracting Officer may determine to— (i) Accept the EPA request either in whole or in part, (ii) Reject the EPA request either in whole or in part, or (iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA). (3) Notify the Contractor of their determination, and (4) Modify the contract, as applicable, to reflect the determination. Contract items that need to be removed from the contract as a result of rejection or an inability to reach agreement are to be removed in accordance with 552.238-79, Cancellation.

(g) Effective date. EPA requests approved by the FSS Contracting Officer under this clause shall apply to orders issued on or after the effective date of the contract modification. Blanket Purchase Agreements (BPAs) may be modified by the ordering agency in accordance with the terms and conditions of the BPA.

(h) Update of contract pricing and catalog data. The Contractor shall update its FSS pricing and any other FSS catalog data in accordance with the terms and conditions of this contract.

(End of clause)

Note: Regulation 552.238-120
Note: For fixed escalations, increases can only be applied on an annual basis on the anniversary date of contract award due to system limitations.

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (NOV 2025)

(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) Terms of Offering and Sales. Contractors must not offer or sell products under this contract for which they do not have authorization, as applicable.

(1) Manufacturer Authorization Program. For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor must be included in such a program to offer and sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(2) Manufacturer Prohibitions. The Contractor must not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from offering or selling.

(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization or manufacturer prohibition, the Federal Supply Schedule (FSS) Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025) (DEVIATION NOV 2025)

(a) *Definition.* As used in this clause—

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other

than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION NOV 2025)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) *Requirement*. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024) (DEVIATION NOV 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate

owner of the offeror. No entity owns or exercises control of the highest-level owner. Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures) Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(b) Identifiers. The Offeror shall obtain and provide the following identifying information:
(1) Unique entity identifier (UEI).
(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.
(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable. (iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(2) Taxpayer identification number (TIN).
(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and
(3) Commercial and Government Entity (CAGE) code.
(i) The Offeror shall provide a CAGE code and legal business name (Do not use a “doing business as” name) for—
(A) Itself;
(B) Its immediate owner(s), if any;
(C) Its highest-level owner, if any; and
(D) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.
(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.
(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageLis

(c) Representations and certifications.
(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations— Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) Other information. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021) (DEVIATION NOV 2025)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 55305) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)

(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both

(i) the Contracting Officer and

(ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies

(i) within 20 working days of the date of loading for shipments originating in the United States, or

(ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military—

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North

Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025) (DEVIATION NOV 2025)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services

to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees*. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees*.

(A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see

paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify

program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS (MAY 2014) (DEVIATION NOV 2025)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e)

(1) Except for services identified in FAR 22.1002-1(f)(1)(iv), the subcontractor for exempt services must be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services must be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor must determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor must consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute must be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption must be deemed inapplicable, and the contract must become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor must include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025) (DEVIATION NOV 2025)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not

enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for

portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or

subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken

appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor must report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor during the period covered by the report.

(c) The Contractor must report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor must file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause must reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(b) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (DEVIATION NOV 2025)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (DEVIATION NOV 2025)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and require affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (OCT 2018) (DEVIATION NOV 2025)

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

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (DEVIATION NOV 2025)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG 1996) (DEVIATION NOV 2025)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-1 DISPUTES (MAY 2014) (DEVIATION NOV 2025)

(a) Definitions. As used in this clause-

Claim means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Defective certification means a certification that alters or otherwise deviates from the language in paragraph (d)(2)(iii) of this clause or which is not executed by a person authorized to bind the contractor with respect to the claim. Failure to certify must not be deemed to be a defective certification.

(b) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(c) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract must be resolved under this clause.

(d)

(1) A claim by the Contractor must be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor must be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor must provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification must state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.”

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims

over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision must be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor must inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h)

(1) The Government must pay interest on the amount found due and unpaid from the date that-

(i) The Contracting Officer receives the claim (certified, if required); or

(ii) Payment otherwise would be due, if that date is later, until the date of payment.

(2) For claims having defective certifications, interest must be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims must be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applies to the period during which the Contracting Officer receives the claim and then at the rate that applies for each 6-month period as fixed by the Treasury Secretary while the claim is pending.

(i) The Contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract. The Contractor must comply with any decision of the Contracting Officer.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (DEVIATION NOV 2025)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, writing, To be determined at thetask order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of

the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995) (DEVIATION NOV 2025)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*) Identification No.

_____ _____

_____ _____

_____ _____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2024) (DEVIATION NOV 2025)

(a) *Definition.* As used in this clause–

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025) (DEVIATION NOV 2025)

(a) Definitions. As used in this contract—

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

Service-disabled veteran-owned small business (SDVOSB) concern means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business (SDB) concern means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business (VOSB) concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women;

(2) Whose management and daily business operations are controlled by one or more women; and

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their

subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—

(i) Is registered in SAM; and

(ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at https://search.certifications.sba.gov/.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021) (DEVIATION NOV 2025)

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

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) *Applicability*.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(iii) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business under multiple-award contracts, as described in 8.4 and 16.5;

(iv) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts as described in 8.4 and 16.5; and

(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) *Requirements.*

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022) (DEVIATION NOV 2025)

(a) *Definition*.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), as used in this clause, means a small business concern that is at least 51 percent directly and

unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third party certifier in accordance with 13 CFR 127.300 as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program; and

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.4 and 16.5.

(c) *General.*

(1) Offers are solicited only from certified WOSB concerns eligible under the WOSB Program. Offers received from concerns that are not certified WOSB concerns eligible under the WOSB Program shall not be considered

(2) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(1) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE AWARD (OCT 2022) (DEVIATION NOV 2025)

(a) *Definition. HUBZone small business concern*, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.4 and 16.5

(c) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint venture*. A joint venture may be considered a HUBZone concern if—

(1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of Clause)

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022) (DEVIATION NOV 2025)

(a) *Definition*—

Economically disadvantaged women-owned small business (EDWOSB) concern as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and is certified pursuant to 13 CFR 127.300 as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from certified EDWOSB concerns. Offers received from concerns that are not certified EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a certified EDWOSB concern.

(d) *Joint venture*. A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(1) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025) (DEVIATION NOV 2025)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business* (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it # is, # is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(6) *HUBZone joint venture eligible under the HUBZone Program*.[*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title*._____]

(End of clause)

52.219-27 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024) (DEVIATION NOV 2025)

(a) *Definition.*

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see FAR 19.106).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program; and

(3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under

multiple-award contracts as described in 8.4 and 16.5.

(c) *General*.

(1) Offers are solicited only from concerns designated in SAM as SDVOSB concerns certified by SBA. Offers received from concerns that are not SDVOSB concerns certified by SBA will not be considered.

(2) Any award resulting from this solicitation will be made only to a concern designated in SAM as an SDVOSB certified by SBA.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (DEVIATION NOV 2025)

(a) The Government will measure performance by applying the percentage goals to the total actual subcontracting dollars, or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph

(b) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in a stated amount. The amount of probable damages attributable to the Contractor's failure to comply shall equal the actual dollar amount by which the Contractor failed to achieve each subcontract goal. (b) Before the Contracting Officer makes a final decision that the Contractor has failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate the good faith efforts it made and to discuss the matter. The Contracting Officer may take failure to respond to the notice as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer will issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (a) of this clause.

(c) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(d) The Contractor has the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(e) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022) (DEVIATION NOV 2025)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the

prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate*.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST ORPRICING DATA-MODIFICATIONS (NOV 2021) (ALTERNATE IV -OCT 2010) (DEVIATION NOV 2025)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule).

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor(s) cost or profit information or other data relevant solely to the Contractor(s) determination of the prices to be offered in the catalog or marketplace.

(End of clause)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) (DEVIATION NOV 2025)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) (DEVIATION NOV 2025)

(a) *Definition.* As used in this clause—

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement.* The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in

4.303(b).

(c) *Report elements*. The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at https://www.sam.gov (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor’s reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts*.

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-10 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (DEVIATION NOV 2025)

(a) Definitions. As used in this clause:
Executive means officers, managing partners, or any other employees in management positions.
First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.
Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.
Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).
(b) Requirement. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110- 252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.
(c) Reporting. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:
(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—
(i) In the Contractor's preceding fiscal year, the Contractor received—
(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).
(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:
(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.
(ii) Name of the subcontractor.
(iii) Amount of the subcontract award.
(iv) Date of the subcontract award.
(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
(vi) The subcontract number assigned by the Prime Contractor.
(vii) Subcontractor's physical address.
(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.
(x) Awarding agency name and code.
(xi) Funding agency name and code.
(xii) Government contracting office code.
(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—
(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and
(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).

(d) Restriction. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.
(e) Duration. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.
(f) Exceptions. (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) Prepopulated data. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014) (DEVIATION NOV 2025)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under 41 U.S.C. 8504. The Committee operates under

the name AbilityOne Commission. Additionally, some of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind (www.NIB.org), 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and

(2) NISH/SourceAmerica (www.SourceAmerica.org), 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(End of clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014) (DEVIATION NOV 2025)

(a) *General*.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information

on TOP is available at https://www.fiscal.treasury.gov/TOP/. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) *Contractor payment request*.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation*. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims*. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms*. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) (DEVIATION NOV 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

(End of clause)

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025) (DEVIATION)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI)

4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements.*

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered

contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.208-90 GOVERNMENT SUPPLY SOURCES (NOV 2025) (DEVIATION)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION NOV 2025)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.
(b) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-
(i) Government personnel and authorized users performing business on behalf of the Government; or
(ii) The Contractor, when viewing data on itself; and
(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-
(i) Past performance reviews required by part 42.
(ii) Information that was entered prior to April 15, 2011; or
(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information

must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
(2) The Contractor will also have an opportunity to post comments regarding information that the Government has posted. FAPIIS will retain the comments as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
(3) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available (section 3010 of Pub. L. 111-212).

(d) The Government will handle public requests for system information posted prior to April 15, 2011, under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.223-23 SUSTAINABLE PRODUCTS (MAY 2024) (DEVIATION NOV 2025)

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

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

End of clause

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) Definitions. As used in this clause-
Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.
Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.
(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (DEC 2025)(GSAR DEVIATION)

(a) Definition. Transactional data, as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) Reporting of transactional data. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the reporting system at an internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website at https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit of Measure.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid Per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

(3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price) in U.S. dollars.

(6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(8) Reporting Points.

(i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(10) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other or information that would compromise national security are exempt from this reporting requirement.

(11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.

(12) GSA reserves the unilateral right to change reporting instructions, reporting procedures, and transactional data elements (including adding data elements to the elements in paragraphs (b)(2) and (b)(3) pursuant to 507.103(b)(4) other applicable authority), following 60 calendar days advance notification to the Contractor.

(c) Industrial Funding Fee. (1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days' advance notification to the Contractor.

(6) The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or offsetting payments and interest on the debt (see FAR clause 52.232-17). If the Contractor fails to submit the required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80
GSA is implementing the data elements outlined below for TDR reporting. The first four data elements are transitioning from optional to mandatory. The remaining data elements are newly added as of Refresh 31 and are mandatory for reporting as of the date the data elements become available for reporting in the FAS Sales Reporting Portal (SRP).

(GSA/FAS will update this posting in advance when that occurs).

i. Ship Date - This data element is applicable only to MAS product transactions
ii. Order Date - This data element is applicable to only MAS product transactions
iii. Zip Code Shipped to - This data element is applicable to only MAS product transactions
iv. Federal Customer - Treasury Agency Code. This data element is applicable to all offering types.
v. Cloud Service Type. This data element is only required to be reported for transactions under the Cloud SIN (518210C - Cloud Computing and Cloud Related IT Professional Services).
vi. Unique Catalog Identifier (UCID). This data element will apply to any offerings that include a UCID in the awarded Price List / Catalog. The field is not applicable to Fixed Price service contract order types/contracts.
vii. Order Type. This data element is applicable to all offering types.
viii. Order Discount. This data element is applicable only in limited circumstances to Highly configurable (HCP), configurable services (CS), and the Cloud SIN. Worksite. This data element is applicable for services transactions only under Time and Material and Labor Hour contract types. See worksite definitions in the FAS Catalog Platform (FCP) Services Plus File which is available on the FCP help page.

GSA is also implementing adjustments to Description of Deliverable data element entry instructions and processes for uploading Performance Work Statements (PWS), Statement of Objectives (SOO), Statement of Work (SOW), invoices, and Bill of Materials in specific situations. See implementation adjustments below:

- FAS requests additional information to be reported under the existing Description of Deliverable data element to provide greater detail about what is being acquired.
- For Professional and SCA/SCLS firm fixed price service contract order types above $1 million, vendors must upload PWS/SOO/SOW one time upon initial task order award in the Sales Reporting Portal.

- For Highly Configurable Products (HCP) where the contractor is awarded a manufacturer/family/series of products and awarded MAS pricing is a defined discount off of the vendors commercial pricing, and Configurable Services (CS) orders regardless of dollar value, vendors must upload invoice/Bill of Materials (BOM)/etc with a breakdown of products for each line reported.

Data elements must be completed if they are present in the FAS SRP template. Note that some data elements (vii-ix above) are not yet available in the FAS SRP template.

552.238-81 PRICE REDUCTIONS (DEC 2025)(GSAR DEVIATION)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULES) (DEC 2025)(GSAR DEVIATION)

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).
(b) Types of Modifications.

(1) Additional items/additional SINs. When requesting additions, the Contractor must submit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.
(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.
(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR clause 52.215-6.
(iv) Hazardous Material information (if applicable) must be submitted as required by FAR clause 52.223-3. (v) Any information that may be necessary to assure compliance with FAR clause 52.225-1.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) Effective dates. The effective date of any modification is the date specified in the modification.
(d) Electronic file updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval.
(e) Electronic submission of modification requests is mandatory via eMod (https://eoffer.gsa.gov/), unless otherwise stated in the electronic submission standards and requirements at the Vendor Support Center website https://vsc.gsa.gov/vsc/). If the electronic submissions standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (DEVIATION NOV 2025)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor must immediately give notice, including all relevant information, to the Contracting Officer.

52.222-40 52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (DEVIATION NOV 2025)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor–Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of

Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (DEVIATION NOV 2025)

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

Contractor, when this clause is used in any subcontract, must be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor must be paid not less than the minimum monetary wages and must be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor must classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees must be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure must be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor must submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer

no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer must review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour *Division, U.S.* Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division must be transmitted to the Contracting Officer who must promptly notify the Contractor of the action taken. Each affected employee must be furnished by the Contractor with a written copy of such determination or it must be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor must advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract must in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause must be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division must make a final determination of conformed classification, wage rate, and/or fringe benefits which must be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation*. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this

contract must be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination must be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination must be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract must notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or must post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) must be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions*. The Contractor or subcontractor must not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute must make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour *Division, a* record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits p provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor must also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, must take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods*. The Contractor must unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract*. The Contracting Officer must withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or

arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts*. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor must report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report must be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements must be reported promptly after negotiation thereof.

(n) *Seniority list*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor must furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list must also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer must turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Representation*.

(1) By entering into this contract, the Contractor (and officials thereof) represents that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment*. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes,

authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program must be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices must not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification must not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit must not exceed $1.34 per hour beginning January 1,1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) (DEVIATION NOV 2025)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts

subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour *Division, U.S.* Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but must not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative must have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.222-49 SERVICE CONTRACT LABOR STANDARDS-PLACE OF PERFORMANCE UNKNOWN (MAY 2014) (DEVIATION NOV 2025)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in

wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: _____ *[insert places or areas]*. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by _____ *[insert time and date]*.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination must be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-REQUIREMENTS (MAY 2014) (DEVIATION NOV 2025)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services must be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract must be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor must determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor must consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed.

(f) The Contractor must include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

(End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (DEVIATION NOV

2025)

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

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker—

(1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and —

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection with* a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) *Executive Order minimum wage rate.*

(1) The Contractor must pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor must adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs must include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors must consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer must not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and must not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers must be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor must pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor must not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor must pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor must follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of

Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor must notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor must post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor must make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor must make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor must also make such records available upon request of the Contracting Officer.

(3) The Contractor must make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment must be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor must permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, must withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor must not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor must include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003) (DEVIATION NOV 2025)

(a) Except as provided in paragraph (b) of this clause, the Contractor must not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to

work at paid employment in the community under the laws of such jurisdiction, if-

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION NOV 2025)

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

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) *Requirements.*

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.224-3	Privacy Training	JAN 2017

52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE
52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) (ALTERNATE II – FEB 2026) (DEVIATION FEB 2026)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This

definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under

the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The Offeror shall include with its proposal, submitted in response to this solicitation, a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer shall include the plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate a subcontracting plan, the Offeror shall not be eligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at https://search.certifications.sba.gov/.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé's principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date

of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the SPR. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using SPR;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror’s official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business,

VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in SPR for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be monitored in SPR by the agency that approved the plan. This report shall be submitted within 45 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is

exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based SPR. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 45 days of contract completion. Reports are due 45 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When notified of any anomaly, discrepancy, or error in the ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice.

(ii)

(A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) In the case of a subcontract with a subcontracting plan, the responsibility to monitor the ISR belongs to the entity that awarded the subcontract.

(2) *SSR.*

(i) Reports submitted under individual subcontracting plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by November 14 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The responsibility to monitor SSRs in SPR, including SSRs submitted by subcontractors with subcontracting plans, belongs to the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The responsibility to monitor SSRs for commercial plans belongs to the Government agency that approved the commercial plan.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020) (ALTERNATE I MAR 2020) (DEVIATION NOV 2025)

(a) Definition. Small business concern, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.4 and 16.5.

(c) General.

(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

(End of clause)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (ALTERNATE I - NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the

operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This 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 cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated

country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders*:]

Yes X No ____ DHS FASCSA Order

Yes X No ____ DoD FASCSA Order

Yes X No ____ DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or

service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.222–62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) (DEVIATION NOV 2025)

(a) *Definitions*. As used in this clause (in accordance with 29 CFR 13.2)-

Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee –

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2. *United States* means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor must-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer must, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) *Payment suspension/contract termination/contractor debarment.*

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in

addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) *Recordkeeping*.

(1) The Contractor must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee’s covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is

exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor must not in any manner interfere with an employee's accrual or use of

paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor must not discharge or in any other manner discriminate against any employee for–

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) *Notice*. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and

conditions of employment.

(l) *Disputes concerning labor standards*. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2026) (DEVIATION NOV 2025)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $105,767 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

June 5, 2026

Jasmine Dieguez
One-Stop Permit Manager
City of Ocala
201 SE 3rd St, 2nd Floor
Ocala, FL 34471

Dear Ms. Dieguez:

On behalf of JRD & Associates, Inc. (JRD), I am pleased to submit this proposal to examine and reassess the City of Ocala Building permit fees. Specifically, we will perform the following:

Task 1 – Assess the impact of legislative changes at the State of Florida on Building permitting operations and finances.

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Jasmine Dieguez
Page 2

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Task 11 – Conduct a comparison for sample projects of current City Building permit fees charged versus proposed Building permit fees.

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	Rate	Hours	Fee
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		Total	$38,958

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Sincerely,

Jorge R. Duyos, P.E.
President

7400 SW 50 Terrace, Suite 206 Miami, FL 33155
Phone: (305) 662-7288
www.jrdandassociates.com

June 5, 2026

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City of Ocala
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Ocala, FL 34471

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Jasmine Dieguez
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Sincerely,



Jorge R. Duyos, P.E.
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Vendor Name	Unique Catalog Item ID	Title	Description	SIN	Unit of Measure	GSA Price with IFF - as of price list generation date	GSA Price with IFF (A) Year 16 4/12/2027 -	GSA Price with IFF (B) Year 17 4/12/2028 -	GSA Price with IFF (C) Year 18 4/12/2029 -	GSA Price with IFF (D) Year 19 4/12/2030 -	GSA Price with IFF (E) Year 20 4/12/2031 - 4/11/2032	Minimum Education	Minimum Years of Education	Education and Experience Substitution	Security Clearance Required	Domestic, Overseas or Domestic and Overseas	Country	State	Metropolitan Statistical Area	City	Zip Code
JRD & ASSOCIATES, INC.	JRD-0001	Principal	Senior executive responsible for providing strategic direction, vision, leadership, and program management to the team. Contributes to organizational direction through regular participation with senior level client leadership and team members. Maintains productive and effective client relationships with the senior levels of the client organization.	541611	HR	371.7219	381.7584	392.0659	402.6517	413.5233	424.6884	Masters	15	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155
JRD & ASSOCIATES, INC.	JRD-0002	Subject Matter Expert II	Senior expert with extensive, enterprise-wide knowledge and experience in one or more designated functional and/or domain areas. Provides insight and advice concerning strategic direction and applicability of up to date, industry standard solutions. Responsible for providing high level vision to program/project manager or senior client leadership to influence objectives of complex efforts. The Subject Matter Expert II is primarily utilized on projects for their specific expertise, not in a managerial capacity, in support of the creation of comprehensive methods for describing current and/or future structure and behavior of an organization's processes, systems, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction. The Subject Matter Expert II is typically a former high ranking military or civilian official and recognized by industry as an expert in their specific field.	541611	HR	413.3619	424.5227	435.9848	447.7564	459.8458	472.2616	Masters	15	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155
JRD & ASSOCIATES, INC.	JRD-0003	Senior Manager	Provides oversight and executive level management to overall contract operations often involving multiple projects/tasks and groups of personnel at multiple locations. The Senior Manager maintains and manages relationships with senior level management within the client organization. Responsible for ensuring senior level management within the client organization is aware of overall program status, including all relevant projects and their potential impact on higher level organizational strategic vision, this may include subject matter and unique technical knowledge. The Senior Manager is responsible for managing multiple contract operations, ensures quality standards and work performance on all task orders and projects, plans, organizes and oversees work efforts, assigns resources, manages personnel, provides risk management, ensures quality management, monitors overall project and contract performance, etc. Assists the Principal as required in managing contract performance.	541611	HR	334.5542	343.5872	352.8641	362.3914	372.176	382.2248	Bachelors	12	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155
JRD & ASSOCIATES, INC.	JRD-0004	Manager	Performs day-to-day management of contract support operations, possibly involving multiple tasks and groups of personnel at multiple locations, on a single project. Demonstrates skills in the scope of work encompassed by the task order; provides technical guidance to the project team in performance of the work, and reviews the quality of all work products. Organizes, directs, and coordinates the planning and production of all contract support activities. Responsible for staffing, project planning, project financials, and staff direction and oversight. The Manager maintains and manages the client interface at the COTR levels of the client organization. Assists the Principal as required in managing contract performance.	541611	HR	240.4693	246.962	253.63	260.478	267.5109	274.7337	Bachelors	10	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155
JRD & ASSOCIATES, INC.	JRD-0005	Senior Consultant	Senior staff that possesses demonstrated knowledge, extensive experience in the development of solutions, recommendations, or outcomes across multiple complex tasks in multiple organizations. Defines project objectives and strategic direction. Is responsible for providing leadership and vision to client and project teams and serves as a key facilitator between multiple teams to achieve objectives of complex efforts. Directs the activities of Consultants or other staff as necessary.	541611	HR	233.0492	239.3415	245.8037	252.4404	259.2563	266.2562	Bachelors	5	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155
JRD & ASSOCIATES, INC.	JRD-0006	Consultant	Possesses demonstrated knowledge, experience, and ability in the development of solutions, recommendations, or outcomes across multiple complex tasks and/or organizations. Evaluates options in the context of project objectives and contributes to the implementation of strategic direction. Supports project objectives through activities such as conducting interviews, gathering data, and developing recommendations in support of project objectives. Directs the activities of Analysts or other staff as necessary.	541611	HR	174.5627	179.2759	184.1163	189.0874	194.1928	199.436	Bachelors	3	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155

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JRD & ASSOCIATES, INC.	JRD-0007	Analyst	Possesses knowledge of applying analytic methodologies and principles to address client's needs. Supports analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives. Works closely with Consultants and Managers.	541611	HR	96.6517	99.2613	101.9414	104.6938	107.5205	110.4236	Bachelors	1	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155
JRD & ASSOCIATES, INC.	JRD-0008	**Administrative Assistant	Supports the project staff in the preparation of deliverables, internal reports, briefings, and presentations associated with the project being supported.	541611	HR	55.2695	56.7618	58.2944	59.8683	61.4847	63.1448	High_School	1	Bachelors:Associate Degree + 2 years relevant experience, or 4 years relevant experience Masters:Bachelors + 2 years relevant experience, or Associated + 4 years relevant experience Doctorate:Masters + 2 years relevant experience, Bachelors + 4 years relevant experience	No	Domestic_and_Overseas	US	FL	33100	Miami	33155

From: City of Ocala - Contracting Officer
To: Matthew Leibfried; David C. Williams
Subject: Your policy exception has been approved.
Date: Monday, June 8, 2026 3:12:01 PM

Your policy exception has been **approved**.

Approval Comments: SJRoberts@ocalafl.org
The department is approved to utilize the General Services Administration (GSA) Multiple Award Schedule GS-10F-0265Y to utilize JRD & Associates, Inc., to update and revise existing processes for City's Building and Permitting Divisions. 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 Multiple Award Schedule. GSA contracts are negotiated by the federal government with the intent of securing equal to or better "most favored customer" pricing plus a discount offered to GSA and other authorized purchasers. The underlying agreement for Professional Services Contract is through April 11, 2027 and has been evaluated and determined by Growth Management Department to be cost-effective and afford the City best value. PLEASE ESTABLISH A MUNIS CONTRACT NUMBER FOR THIS CONTRACT SO THAT EXPENDITURES CAN BE ADEQUATELY ATTACHED. YOU WILL NEED TO ISSUE A CONTRACTING REQUEST SO THAT A CONTRACT WITH THE CITY'S TERMS AND CONDITIONS CAN BE PREPARED. THIS WILL NEED TO BE TAKEN TO COUNCIL FOR APPROVAL. PLEASE ENSURE A COPY OF THIS EXCEPTION APPROVAL IS ATTACHED TO THE MUNIS CONTRACT, YOUR CONTRACT DRAFT REQUEST, AND THE COUNCIL AGENDA ITEM.

Procurement/Contract/P-Card Exception

Select exception type: Procurement

Reason for procurement exception: Piggyback Request in Lieu of Bid

The City of Ocala's Growth Management (Permitting and Building) is seeking approval to utilize JRD & Associates under GSA's competitively awarded Professional Services Contract (GS-10F-0265Y) to support the need to update and revise existing processes. Updating the City's existing processes is an immediate requirement as laid out in House Bill 803. HB 803 contains specific requirements that will require the Citty's Building Division and Permitting teams to adjust

Enter a brief description of your exception request:	and update language, methodologies, and fee amounts related to the permitting and inspection process. The Governor has signed this legislation into law, and it will take effect on July 1, 2026. Several vendors were contacted and JRD & Associates offered the best value. JRD & Associates' price is approximately $91,546.00 - Building Department Services ($38,958.00) and the remaining Growth Management Services ($45,388.00). While the proposal does not include travel, it provides a $1,200 allowance per trip. We have determined that three trips—covering the project kick-off, a mid-point update, and the final presentation—are necessary, totaling an additional $3,600 for each study. The next lowest vendor was ISF and they quoted $195,000 which is approximately $103,454.00 more than JRD & Associates. The proposed duration is phased out with building services performed first, at 8 weeks and remaining growth management services following, at 12 weeks. During our discussion, Jorge demonstrated extensive experience working with various municipalities and shared insights on addressing challenges related to upcoming legislation, such as House Bill 803. He provided examples of past fee study presentations conducted for the City of South Miami and Pinecrest. Furthermore, I spoke with the Chief Building Official of South Miami, who highly recommended JRD & Associates. She noted their previous successful fee study for the City of Coral Gables and specifically commended the firm's excellent communication. We also discussed growth management services and JRD & Associates' current work with the City of Doral to review planning, zoning, and public works fees. Jorge detailed how fee structures can include tiered options or built-in incentives tailored to specific service needs, supported by comparables from municipalities such as Marion, Gainesville, and surrounding cities.
Attach all documents related to the exception that can assist the Contracting Officer's decision.	GS-10F-0265Y_Clause_Details.pdf GS10F0265Y_JRDTANDCFILE_BASELINEv2 (1).docx Human Trafficking Affidavit JRD.pdf JRD W9 2026.pdf pricelist_GS-10F-0265Y (4).xlsx SAM.gov.pdf SUNBIZ.pdf JRD & Associates - Permitting Quote.pdf JRD & Associates - Building Quote.pdf ISF_Quote.pdf
Department	(GRM) GROWTH MANAGEMENT
Requestor Name	Jasmine Dieguez
Requestor Email	jdieguez@ocalafl.gov
Phone number	(352) 629-8203

Courtesy Copy Email 1	MLeibfried@ocalafl.gov
Courtesy Copy Email 2	dwilliams@ocalafl.gov
Who authorized requesting this exception?	Matt Leibfried

June 5, 2026

Jasmine Dieguez
One-Stop Permit Manager
City of Ocala
201 SE 3rd St, 2nd Floor
Ocala, FL 34471

Dear Ms. Dieguez:

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Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line 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 GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule (MAS)
Contract Number: GS-10F-0265Y
For more information on ordering from Federal Supply Schedules
click on the FSS Schedules button at http://www.gsa.gov/schedules-ordering
Contract Period: April 12, 2022- April 11, 2027

Contractor: JRD & Associates, Inc.
7400 SW 50th TER, STE 206
Miami, FL 33155 4487

Business Size: Small Business

Telephone: (305) 662-7288
Extension:
FAX Number: (305) 662-7281
Web Site: http://www.jrdandassociates.com/
E-mail: VDUYOS@JRDANDASSOCIATES.COM
Contract Administration: Vivian Duyos

Pricelist current as of Modification # PS-0043; Effective 2/23/2026

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:

SIN	SIN Description
541611	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
OLM	Order-Level Materials (OLM)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See page 4

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See Page 5

2. Maximum Order: $1,000,000.00

3. Minimum Order: $100.00

4. Geographic Coverage (delivery Area): Domestic and Overseas

5. Point(s) of production (city, county, and state or foreign country): Same as company address

6. Discount from list prices or statement of net price: Government net prices (discounts already deducted).

7. Quantity discounts: None

8. Prompt payment terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) Contact Contractor

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor

10c. Overnight and 2-day delivery. Contact Contractor

10d. Urgent Requirements. Contact Contractor

11. F.O.B. point(s). Destination

12a. Ordering address(es).

SAME AS COMPANY ADDRESS

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

SAME AS COMPANY ADDRESS

14. Warranty provision. Standard Commercial Warranty Terms & Conditions

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

23. Unique Entity Identifier (UEI) number. N9NGA7YBPGL8

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

Vendor Name	JRD & ASSOCIATES, INC.
Vendor UEI	N9NGA7YBPGL8
Vendor Contract Number	GS10F0265Y
NAICS	541611
Contract Administrator	VIVIAN DUYOS
Phone	305-662-7288
Email	VDUYOS@JRDANDASSOCIATES.COM
Price List Generation Date	2026-04-28 00:00:00
Contract Begin Date	2012-04-12
Contract Year (as of price list generation)	15
Option Period End Date (as of price list generation)	2027-04-11
Ultimate Contract End Date	2032-04-11

Contract Year	**Begins**	**Ends**
1	2012-04-12	2013-04-11
2	2013-04-12	2014-04-11
3	2014-04-12	2015-04-11
4	2015-04-12	2016-04-11
5	2016-04-12	2017-04-11
6	2017-04-12	2018-04-11
7	2018-04-12	2019-04-11
8	2019-04-12	2020-04-11
9	2020-04-12	2021-04-11
10	2021-04-12	2022-04-11
11	2022-04-12	2023-04-11
12	2023-04-12	2024-04-11
13	2024-04-12	2025-04-11
14	2025-04-12	2026-04-11
15	2026-04-12	2027-04-11
16	2027-04-12	2028-04-11
17	2028-04-12	2029-04-11
18	2029-04-12	2030-04-11
19	2030-04-12	2031-04-11

20	2031-04-12	2032-04-11

Vendor Name	Unique Catalog Item ID	Title	Description
JRD & ASSOCIATI	JRD-0001	Principal	Senior executive respons
JRD & ASSOCIATI	JRD-0002	Subject Matter Expert II	Senior expert with exten
JRD & ASSOCIATI	JRD-0003	Senior Manager	Provides oversight and e
JRD & ASSOCIATI	JRD-0004	Manager	Performs day-to-day ma
JRD & ASSOCIATI	JRD-0005	Senior Consultant	Senior staff that possess
JRD & ASSOCIATI	JRD-0006	Consultant	Possesses demonstrated
JRD & ASSOCIATI	JRD-0007	Analyst	Possesses knowledge of
JRD & ASSOCIATI	JRD-0008	**Administrative Assistant	Supports the project sta

SIN	Predominant Work Site	Unit of Measure	GSA Price with IFF - as of price list generation date	GSA Price with IFF (A) Year 16 4/12/2027 -	GSA Price with IFF (B) Year 17 4/12/2028 -	GSA Price with IFF (C) Year 18 4/12/2029 -
541611	Contractor_Facility	HR	371.7219	381.7584	392.0659	402.6517
541611	Contractor_Facility	HR	413.3619	424.5227	435.9848	447.7564
541611	Contractor_Facility	HR	334.5542	343.5872	352.8641	362.3914
541611	Contractor_Facility	HR	240.4693	246.962	253.63	260.478
541611	Contractor_Facility	HR	233.0492	239.3415	245.8037	252.4404
541611	Contractor_Facility	HR	174.5627	179.2759	184.1163	189.0874
541611	Contractor_Facility	HR	96.6517	99.2613	101.9414	104.6938
541611	Contractor_Facility	HR	55.2695	56.7618	58.2944	59.8683

GSA Price with IFF (D) Year 19 4/12/2030 -	GSA Price with IFF (E) Year 20 4/12/2031 - 4/11/2032	Discount offered to GSA off commercial price	Minimum Education	Minimum Years of Education
413.5233	424.6884		Masters	15
459.8458	472.2616		Masters	15
372.176	382.2248		Bachelors	12
267.5109	274.7337		Bachelors	10
259.2563	266.2562		Bachelors	5
194.1928	199.436		Bachelors	3
107.5205	110.4236		Bachelors	1
61.4847	63.1448		High_School	1

Education and Experience Substitution	Required Certifications or Licenses	Security Clearance Required	Minimum Security Clearance Level	Catalog Item Type
Bachelors:Associate Degree + 2 years relevant experie		No		Commercial
Bachelors:Associate Degree + 2 years relevant experie		No		Commercial
Bachelors:Associate Degree + 2 years relevant experie		No		Commercial
Bachelors:Associate Degree + 2 years relevant experie		No		Commercial
Bachelors:Associate Degree + 2 years relevant experie		No		Commercial
Bachelors:Associate Degree + 2 years relevant experie		No		Commercial
Bachelors:Associate Degree + 2 years relevant experie		No		Commercial
Bachelors:Associate Degree + 2 years relevant experie		No		SCLS

Key Words	Domestic, Overseas or Domestic and Overseas	Duration	Lower Bound or Source
Strategy,Leadership,Management,	Domestic_and_Overseas		
Consulting,Strategy,Management,	Domestic_and_Overseas		
Management,Strategy,Resourcing,	Domestic_and_Overseas		
Operations,Management,Strategy	Domestic_and_Overseas		
Consulting,Development,Leadersh	Domestic_and_Overseas		
Consulting,Development,Leadersh	Domestic_and_Overseas		
Methodologies,Modeing,Analysis	Domestic_and_Overseas		
Administrative,Operations,Present	Domestic_and_Overseas		

Upper Bound or Target	Language Direction	DOL Occupation Code	DOL Occupation Title	DOL Wage Determination	Bureau of Labor Statistics Standard Occupational Code
		01020	Assistant	2015-4543	

Level of Expertise	Country	State	Metropolitan Statistical Area	City	Zip Code	Manufacturer Name
	US	FL	33100	Miami	33155	
	US	FL	33100	Miami	33155	
	US	FL	33100	Miami	33155	
	US	FL	33100	Miami	33155	
	US	FL	33100	Miami	33155	
	US	FL	33100	Miami	33155	
	US	FL	33100	Miami	33155	
	US	FL	33100	Miami	33155	


Part Number

Link to VSC Lookup Tables

(source VSC Lookup Tables, Column G, Values "A" and "T")

Code	Description
485	Ground Transportation
531	Employee Relocation Solution
33712	Complete Daycare, Preschool and Classroom Solutions
33721	Office Furniture
54151	Software Maintenance Services
54161	Agency Human Capital Evaluation
56131	Talent Acquisition
81111	Automotive Maintenance, Repair and Body Services
238160	Roofing Products and Services Solutions
238320	Surface Preparation
238910	Installation and Site Preparation Services
333249	3D Printing Solutions and Additive Manufacturing Solutions
336611	Marine Craft Repairing
336612	Marine Craft
337127	Institutional Furniture
488190	Aircraft Components, Maintenance, Repair Services, Extended Warranties, And Maintenance Agreements
492110	Package Delivery
511120	Periodicals, Subscriptions, Online Book Selling and Lending Library Services
511130	Books and Pamphlets
511210	Software Licenses
512110	Video/Film Production
517312	Wireless Mobility Solutions -
517410	Commercial Satellite Communications Solutions (COMSATCOM)
522310	Financial Advising, Loan Servicing and Asset Management Services
524292	Separation and Retirement
531110	Long Term Lodging
531210	Financial Asset Resolution Services
532111	Automotive equipment rental and leasing, Rental Supplemental Vehicle Program (RSVP)
532112	Leasing of Passenger Cars, SUVs, Vans, and Light Trucks

532120	Leased Heavy Duty Vehicles
532289	Furniture Rental and Leasing
532310	Rental and Leasing of Hardware Store Products
532412	Leased Equipment and Accessories
541110	Professional Legal Services
541211	Auditing Services
541214	Payroll Services
541219	Budget and Financial Management Services
541380	Testing Laboratory Services
541420	Engineering System Design and Integration Services
541430	Graphic Design Services
541511	Web Based Marketing
541513	Smart Buildings Systems Integration
541611	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
541613	Marketing Consulting Services
541614	Deployment, Distribution and Transportation Logistics Services:
541620	Environmental Consulting Services
541690	Integrated Logistics Support
541715	Engineering Research and Development and Strategic Planning
541810	Advertising Services
541820	Public Relations Services
541850	Exhibit Design and Advertising Services
541910	Marketing Research and Analysis
541922	Commercial Photography Services
541930	Translation and Interpretation Services
561410	Editorial, Publishing, and Library Media Services
561422	Automated Contact Center Solutions (ACCS)
561439	Document Production On-site and Off-site Services
561440	Debt Collection Services
561450	Business Information Services (BIS)
561510	Travel Agent Services
561599	Travel Consulting Services
561611	HR Support: Pre Employment Background Investigations
561612	Protective Service Occupations
561730	Grounds Maintenance
561910	Packaging Services
561920	Conference, Meeting, Event and Trade Show Planning Services
561990	Document Destruction Services

562112	Hazardous Waste Disposal Services
611420	Information Technology Training
611430	Professional and Management Development Training
611512	Flight Training
611630	Linguistic Training and Education
611710	Educational Support Services
713940	Fitness Center Management Services
811122	Automotive Windshield and Paint Repair
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
811310	Maintenance and Repair Shop Equipment
812910	Canine Training, Handling, and Caging Products and Services
812990	Personal Trainer and Aerobic/Cardio Class Leader/Instructor
333316CPC	Cost-per-Copy Plan for Copiers (to include Analog, Digital, Multifunctional and Engineer Copiers)
333316F	Flat Rate Monthly Fee for Copiers (to include Analog, Digital, Multifunctional and Engineer Copiers)
333923S	Scaffolding, Work, and Service Platforms
336612R	Recreational Watercraft
337121H	Household, Dormitory & Quarters Furniture
337121P	Packaged Household Dormitory and Quarters Furniture
337122OSB	Park, Recreational & Outdoor Furniture (SBSA)
337122SBSA	Household, Dormitory & Quarters Furniture (SBSA)
337127CFSB	Cafeteria and Food Service Furniture (SBSA)
337127CISB	Correctional Institution Furniture (SBSA)
337127CSB	Chair, Convalescent (SBSA)
337127INT	International Furniture Products
337127LFSB	Library Furniture (SBSA)
337127P	International Packaged Furniture
337127TLSB	Tables and Lecterns (SBSA)
337215MSB	Mail Sorting and Distribution Furniture (SBSA)
337215SBSA	Wall Units and Displays SBSA
33721P	Packaged Office Furniture
33721RSB	Remanufactured Furniture (SBSA)
33721SBSA	Storage (SBSA)
33721T	Training Room, Auditorium and Theater Furniture
339113H	Healthcare Furniture
339113P	Packaged Healthcare Furniture
339940SVC	Office Supply Support Services
3FURNISH	Commercial Office Furnishings (SBSA)

481211B	Air Charter Services - Brokers
481211O	Air Charter Services - Owner Operated
492210SB	Local Courier Delivery Services (SBSA)
493110RM	Physical Records Management Services
518210C	Cloud and Cloud-Related IT Professional Services
518210DC	Document Conversion Services
518210ERM	Electronics Records Management Solutions
5191M	Entertainment, News and Library Media
532420C	Copier Rental Solutions
532420L	Leasing of new electronic equipment
532420LC	Operating Lease Plan For Copiers
532420LT	LTOP & Operating Lease Plan for all Non-Copier Office Machinery
532420LTOP	Lease to Ownership Plans (LTOP) Copier
532420R	Daily/Short Term Rental of IT Equipment
532490ESA	Equipment Service Agreements
532490L	Laboratory Maintenance, Repair, Leasing and Warranties
532490P	Lease/Rental of Pre-Engineered/Prefabricated Buildings and Structures
541214HR	Compensation and Benefits
541330ENG	Engineering Services
541330EMI	Engineering Services Related to Military, Aerospace Equipment, Military Weapons, National Energy Policy Act of 1992, Marine Engineering or Naval Architecture
541330L	Security System Integration, Design, Management, and Life Cycle Support
541330SEC	Security System Integration, Design, Management, and Life Cycle Support
541370GEO	Earth Observation Solutions
541370GIS	Geographic Information Systems (GIS) Services
541511T	Employee Relocation Management Software
541519CDM	Continuous Diagnostics and Mitigation (CDM) Tools
541519ICAM	Identity, Credentialing and Access Management (ICAM)
541519PIV	Homeland Security Presidential Directive 12 Product and Service Components
541519PKI	Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program
54151ECOM	Electronic Commerce and Subscription Services
54151HACS	Highly Adaptive Cybersecurity Services (HACS)
54151HEAL	Health Information Technology Services
54151S	Information Technology Professional Services
541611LIT	Litigation Support Services

541611MPS	Managed Print Services
541611O	Office Management Needs Assessment and Analysis Services
541611W	Workforce Analytics and Employee Records
541612EPM	Employee Performance Management
541612ER	Employee Relations
541612HC	Agency Human Capital Strategy, Policy and Operations
541612LR	Labor Relations
541612OPM	Private Shared Service Center for Core HR Services
541612PSSC	Private Shared Service Center for HR Services
541614CF	Comprehensive Furniture Management Services
541614OR	Office Relocation and Reconfiguration
541614SVC	Supply and Value Chain Management
541690E	Energy Consulting Services
541810ODC	Other Direct Costs for Marketing and Public Relations Services
541990AV	Professional Audio/Video Services
541990IPS	Data Breach Response and Identity Protection
541990L	Professional Law Enforcement Services
541990RISK	Risk Assessment and Mitigation Services
541990TAD	Technical/Application Development Support (TADS)
561210FAC	Complete Facilities Maintenance and Management
561210FS	Facilities Support Services
561210SB	Smart Buildings Systems Integrator
561320SBSA	Temporary Staffing (SBSA)
561499M	Mail Management, Systems, Processing Equipment and Related Solutions
561499N	Network Connectivity Support Services
561599L	Lodging Negotiations and Management Services
561621H	Harbor/Waterfront Security Products and Services and Professional Marine Security Services
561EEO	EEO Services
562910REM	Environmental Remediation Services
611430ST	Security Training
611430TD	Talent Development
611430TTS	Technical Training And Support (TTS)
611TRAINAW	Defense Acquisition Workforce Improvement Act (DAWIA) and Federal Acquisition Certification in Contracting (FAC-C) Professional Development Training for Acquisition Workforce Personnel

624SS	Social Services, Professional Counseling and Veterans' Readjustment and Behavioral Health Services
713940PACK	Packaged Fitness Center
811212R	Repair of Government-Owned Equipment (for equipment NOT under Maintenance Service Agreement)
811212SA	Maintenance Service Agreement For Office Equipment
811310MR	Machine and Equipment Maintenance Repair
ANCILLARY	Ancillary Supplies and Services
ANCRA	Ancillary Repair and Alterations
NEW	Introduction of New Supplies and Services
OLM	Order-Level Materials (OLM)
311423	Non Perishable Foods
314110	Carpet Flooring
314110SBSA	Carpet Flooring (SBSA)
314120	Lodging And Hospitality Supplies And Services
3152	Clothing
315210	Uniforms
316210	Footwear
321918	Commercial Flooring
321918PF	Portable Flooring Solutions
321920	Pallets
321991	Mobile Homes
322220	Performance-Oriented Packaging (Pop)
322291	Restroom Products
323111SBSA	Photographic Services And Solutions
324110	Propane
324191	Commercial Coatings
325320	Pest And Animal Control Products &Amp; Services
325412	Criminal Investigative Equipment And Supplies
325611	Cleaning Products
325612	Disinfectants
325992	Micro-Photographic Film
325998	Chemical Additives
325998W	Water Treatment Solutions
326199	Waste And Recycling Containers And Receptacles - Outdoor And
326211	Tires - New
326212	Tires - Retreaded
326220	Hoses
327910	Abrasives And Blasters
331315A	Aluminum Sheets
332215T	Cooking Utensils

332216	Law Enforcement
332311	Above Ground Storage Tanks/Systems
332311P	Pre-Engineered And Prefabricated Buildings And Structures Fo
332312	Temporary And Permanent Structures
332312F	Flood Control
332321	Doors
332439	Shipping
332439MLB	Mail Lock Boxes
332510	Hardware Manufacturing (Hardware Store
332510C	Hardware Store
332510S	Hardware Store
332913	Plumbing Products And Bathroom Fixture Solutions
332994	Burning Equipment
332999	Law Enforcement Personal Equipment
332999BMS	Building Materials And Services
332999P	Spill Containment Units
332999S	Safes
333112	Lawn And Garden Equipment
333120	Street Repair And Cleaning Equipment And Attachments
3331SBSA	Clearing Equipment (Sbsa)
333241	Food Preparation Equipment
333244	Post Copying/Finishing Equipment And Supplies
333314	Microscopes
333314NV	Night Vision Equipment
333316C	Copiers And Digital Duplicating Equipment
333316M	Multi-Media Readers
333316OS	Overseas Copiers And Supplies
333316P	Photographic Supplies
333318	Dictating And Transcribing Machines And Systems
333318F	Floor Care Cleaning And Equipment
333318SBSA	Office Security Equipment And It Products (Small Business Se
333318T	Wheel &Amp; Tire Equipment
333318TDTM	Off-The-Shelf Training Devices And Training Materials
333414	Water Heaters
333415	Laboratory Refrigerators And Freezers
333415HVAC	Heating
333415REM	Refrigeration Equipment
333912	Air Compressors And Pressure Cleaners
333914	Fuel Management Systems
333921	Vehicle Material Handling Equipment
333922	Warehouse Equipment Supplies

333923	Vehicular Cranes And Attachments
333924	Utility Trucks And Tractors
333997	Scales And Balances
333999	Animal Caging Equipment
333TOOL	Tools (Powered And Non-Powered)
33411	Purchasing Of New Electronic Equipment
334118	Personal &Amp; Document Identification Systems
334220	Surveillance Systems
334290	Security And Detection Systems
334290L	Physical Access Control Systems (Pacs) - Legacy Sin
334290OS	Overseas (International) Audio/Visual Products
334290PACS	Physical Access Control Systems (Pacs) - Fips 201
334310	Professional Audio/Video Products
334419	Unique Identification (Uid) / Radio Frequency Identification
334511	Search
334511T	Telecommunications Equipment
334512	Total Solution Support Products For Facilities Management Sy
334513	Water
334515	Diagnostic
334516	Analytical Instruments
334519	Bomb And Hazardous Material Disposal; Metal And Bomb Detecti
334519ENV	Environmental Measuring Instruments
33512	Energy-Efficient Lighting And Sustainable Energy Solutions
335210	Personal Care Items
335220	Sanitation And Warewashing Equipment
335220D	Domestic Appliances
335220E	Export Appliances
335911	Batteries
335999	Power Distribution And Solar Energy Solutionsã¡
3361	Law Enforcement And Fire Fighting Vehicles And Attachments
33611	Purchase Or Lease Of Gas Or Electric Low Speed Vehicles
3361E	Electric And Autonomous Vehicles And Accessories
3361V	Vocational Vehicles
336211	Tank Trucks
336211V	Vocational Bodies And Attachments
336212	Trailers And Attachments

3363	Upfitting Of Government-Owned Emergency Response Vehicles To
336320	Vehicle Signal And Restraint System
336350	Remanufactured Automotive Components
3363P	Spare Components And Vehicle Accessories
336413	Aircraft Armoring And Helicopter Equipment
336991	Wheel And Track Vehicles
336992	Non-Tactical Armored Vehicles And Vehicle Armoring Services
336999	Food Center Concepts
337215	Firearm Care
339112	Breathing Air Equipment And Related Items
339113G	Gloves
339113LAB	Laboratory Equipment And Products
339113PA	Protective Apparel
339113R	Medical/Rescue And Patient Transportation Products
339920	Target Systems/Target Range Accessories
339920PARK	Park And Playground Equipment
339920S	Sporting Goods Fitness Equipment And Supplies
339930	Doll
339940	Office Products
339950	Signs
339992	Sounds Of Music
339994	Hand Floor Cleaning Equipment
339999ASB	Awards (Sbsa)
339999E	Evidence Collection And Investigative Equipment And Supplies
339999F	Flags
339999S	Safety Zone Products
3FIRE	Fire Management Equipment
3PACK	Packaging Materials
4PL	Fourth-Party Logistics (4Pl) Supplies And Services
518210FM	Financial Management Quality Service Management Office (Fm Q
524292INS	Third Party Administration Of Insurance And Pension Funds
532412	Leased Equipment And Accessories
541420	Engineering System Design And Integration Services
541612LOB	Human Resources Line Of Business (Hrlob)
541713	Engineering Research And Development In Nanotechnology
541714	Engineering Research And Development In Biotechnology

541715AIR	Engineering Research And Development For Aircraft
541715APM	Engineering Research And Development For: Other Aircraft Par
541720	Research And Development In The Social Sciences And Humaniti
541990	All Other Professional
561110	Office Administrative Services
562910RMI	Environmental Remediation Services

catalog_item_type	
code	description
Commercial_Labor_Category	Commercial Labor Category
SCLS	Service Contract Labor Standards (SCLS) Labor Category
Fixed_Price_Service_or_Solution	Fixed Price Service or Solution
Courses_and_Training	Courses and Training
Language_Services	Language Services
ODCs	Other Direct Costs (ODCs)
Ancillary_Item	Ancillary Item
Product	Product

code
T1
T2
T4
T3
T5

level_of_expertise	
code	description
Junior	Junior
Journeyman	Journeyman
Senior	Senior
SME	Subject Matter Expert (SME)

code
Contractor_Facility
Customer_Facility
Virtual

minimum_education	
code	description
High_School	High School
High_School_Equivalent	High School Equivalent
Associates	Associates
Bachelors	Bachelors
Masters	Masters
PhD	Ph. D.
Other_Tech_School_or_Certification	Other Technical School or Certification
None	None

code
Domestic
Overseas
Domestic_and_Overseas

code
One_way

Both_ways

security_clearance_required
Yes
No

minimum_security_clearance_level description
Tier 1 (T1) Non-Sensitive Positions - Low Risk
Tier 2 (T2) Non-Sensitive Public Trust Positions - Moderate Risk
Tier 4 (T4) Non-Sensitive Public Trust Positions - High Risk
Tier 3 (T3) National Security Positions - Secret / Confidential Clearance
Tier 5 (T5) National Security Positions - Top Secret Clearance

predominant_work_site description
Contractor Facility
Customer Facility
Virtual

domestic_and_or_overseas description
Domestic
Overseas
Domestic and Overseas

language_direction description
One way

Count counti Code
AD
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TF
TG

TH
TJ

TK
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TV
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UA
UG
UM
US
UY
UZ

VA
VC
VE
VG
VI
VN
VU
WF
WS
YE
YT
ZA

ZM
ZW

ry of Origin - ISO-2 Codes

ry Territory Name	code
(Waiver Required) Andorra	1
(Waiver Required) United Arab Emirates (the)	2
Afghanistan	3
Antigua and Barbuda	4
(Waiver Required) Anguilla	5
(Waiver Required) Albania	6
Armenia	7
Angola	8
(Waiver Required) Antarctica	9
(Waiver Required) Argentina	10
(Waiver Required) American Samoa	11
Austria	12
Australia	13
Aruba	14
(Waiver Required) Azerbaijan	15
(Waiver Required) Bosnia and Herzegovina	16
Barbados	17
Bangladesh	18
Belgium	19
Burkina Faso	20
Bulgaria	21
Bahrain	22
Burundi	23
Benin	24
(Waiver Required) Saint Barthélemy	25
(Waiver Required) Bermuda	26
(Waiver Required) Brunei Darussalam	27
(Waiver Required) Bolivia (Plurinational State of)	28
Bonaire, Sint Eustatius and Saba	29
(Waiver Required) Brazil	

Bahamas (the)	30
Bhutan	31
(Waiver Required) Bouvet Island	32
(Waiver Required) Botswana	33
(Waiver Required) Belarus	34
Belize	35
Canada	36
(Waiver Required) Cocos (Keeling) Islands (the)	37
Congo (the Democratic Republic of the)	38
Central African Republic (the)	39
(Waiver Required) Congo (the)	40
Switzerland	41
(Waiver Required) Côte d'Ivoire	42
(Waiver Required) Cook Islands (the)	43
Chile	44
(Waiver Required) Cameroon	45
(Waiver Required) China	46
Colombia	47
Costa Rica	48
(Waiver Required) Cabo Verde	49
Curaçao	50
(Waiver Required) Christmas Island	51
Cyprus	52
Czechia	53
Germany	54
Djibouti	55
Denmark	56
Dominica	57
Dominican Republic (the)	58
(Waiver Required) Algeria	59
(Waiver Required) Ecuador	60
Estonia	61
(Waiver Required) Egypt	62
(Waiver Required) Western Sahara	
Eritrea	
Spain	
Ethiopia	
Finland	

(Waiver Required) Fiji
(Waiver Required) Falkland Islands (the) [Malvinas]
(Waiver Required) Micronesia (Federated States of)
(Waiver Required) Faroe Islands (the)
France
(Waiver Required) Gabon
United Kingdom of Great Britain and Northern Ireland (the)
Grenada
(Waiver Required) Georgia
(Waiver Required) French Guiana
(Waiver Required) Guernsey
(Waiver Required) Ghana
(Waiver Required) Gibraltar
(Waiver Required) Greenland
Gambia (the)
Guinea
(Waiver Required) Guadeloupe
Equatorial Guinea
Greece
South Georgia and the South Sandwich Islands
Guatemala
(Waiver Required) Guam
Guinea-Bissau
Guyana
Hong Kong
(Waiver Required) Heard Island and McDonald Islands
Honduras
Croatia
Haiti
Hungary
(Waiver Required) Indonesia
Ireland
Israel
(Waiver Required) Isle of Man
(Waiver Required) India
(Waiver Required) British Indian Ocean Territory (the)
(Waiver Required) Iraq

Iceland
Italy
(Waiver Required) Jersey
Jamaica
(Waiver Required) Jordan
Japan
(Waiver Required) Kenya
(Waiver Required) Kyrgyzstan
Cambodia
Kiribati
Comoros (the)

Saint Kitts and Nevis

Korea (the Republic of)
(Waiver Required) Kuwait
(Waiver Required) Cayman Islands (the)

(Waiver Required) Kazakhstan

Lao People's Democratic Republic (the)

(Waiver Required) Lebanon
Saint Lucia

Liechtenstein

(Waiver Required) Sri Lanka

Liberia
Lesotho
Lithuania
Luxembourg
Latvia

(Waiver Required) Libya

Morocco

(Waiver Required) Monaco
Moldova (the Republic of)
Montenegro
(Waiver Required) Saint Martin (French part)
Madagascar
(Waiver Required) Marshall Islands (the) (Waiver Required

(Waiver Required) North Macedonia

Mali
(Waiver Required) Mongolia
(Waiver Required) Macao
(Waiver Required) Northern Mariana Islands (the)

(Waiver Required) Martinique
Mauritania

Montserrat
Malta
(Waiver Required) Mauritius
(Waiver Required) Maldives
Malawi
Mexico

(Waiver Required) Malaysia
Mozambique
(Waiver Required) Namibia
(Waiver Required) New Caledonia
Niger (the)
(Waiver Required) Norfolk Island
(Waiver Required) Nigeria
Nicaragua
Netherlands (the)
Norway

Nepal
(Waiver Required) Nauru
(Waiver Required) Niue

New Zealand
Oman
Panama
Peru
(Waiver Required) French Polynesia
(Waiver Required) Papua New Guinea

(Waiver Required) Philippines (the)

(Waiver Required) Pakistan
Poland

(Waiver Required) Saint Pierre and Miquelon

(Waiver Required) Pitcairn
(Waiver Required) Puerto Rico
(Waiver Required) Palestine, State of
Portugal
(Waiver Required) Palau
(Waiver Required) Paraguay
(Waiver Required) Qatar
(Waiver Required) Réunion
Romania
(Waiver Required) Serbia
(Waiver Required) Russian Federation (the)
Rwanda
(Waiver Required) Saudi Arabia
Solomon Islands
(Waiver Required) Seychelles
Sweden
Singapore
(Waiver Required) Saint Helena, Ascension and Tristan da Cunha
Slovenia
(Waiver Required) Svalbard and Jan Mayen
Slovakia
Sierra Leone
(Waiver Required) San Marino
Senegal
Somalia
(Waiver Required) Suriname
South Sudan
Sao Tome and Principe
El Salvador

Sint Maarten (Dutch part)

(Waiver Required) Syrian Arab Republic (the)
(Waiver Required) Eswatini
(Waiver Required) Turks and Caicos Islands (the)
Chad
(Waiver Required) French Southern Territories (the)
Togo

(Waiver Required) Thailand
(Waiver Required) Tajikistan

(Waiver Required) Tokelau
(Waiver Required) Timor-Leste
(Waiver Required) Turkmenistan
(Waiver Required) Tunisia
(Waiver Required) Tonga
(Waiver Required) Turkey
Trinidad and Tobago
Tuvalu
Taiwan (Province of China)
Tanzania, the United Republic of
Ukraine
Uganda
(Waiver Required) United States Minor Outlying Islands (the)
United States of America (the)
(Waiver Required) Uruguay
(Waiver Required) Uzbekistan

(Waiver Required) Holy See (the)
Saint Vincent and the Grenadines
(Waiver Required) Venezuela (Bolivarian Republic of)
Virgin Islands (British)
(Waiver Required) Virgin Islands (U.S.)
(Waiver Required) Viet Nam
Vanuatu
(Waiver Required) Wallis and Futuna
Samoa
Yemen
(Waiver Required) Mayotte
(Waiver Required) South Africa

Zambia
(Waiver Required) Zimbabwe

metropolitan_statistical_area description
1 Boston-Cambridge-Quincy, MA-NH Metropolitan Statistical Area
2 Chicago-Naperville-Joliet, IL-IN-WI Metropolitan Statistical Area
3 Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area
4 Detroit-Warren-Livonia, MI Metropolitan Statistical Area
5 Los Angeles-Long Beach-Santa Ana, CA Metropolitan Statistical Area
6 Miami-Fort Lauderdale-Pompano Beach, FL Metropolitan Statistical Area
7 New York-Northern New Jersey-Long Island, NY-NJ-PA Metropolitan Statistical Area
8 Philadelphia-Camden-Wilmington, PA-NJ-DE-MD Metropolitan Statistical Area
9 San Francisco-Oakland-Fremont, CA Metropolitan Statistical Area
10 Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area
11 Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area
12 Atlanta-Sandy Springs-Marietta, GA Metropolitan Statistical Area
13 Baltimore-Towson, MD Metropolitan Statistical Area
14 Denver-Aurora, CO Metropolitan Statistical Area
15 San Diego-Carlsbad-San Marcos, CA Metropolitan Statistical Area
16 Virginia Beach-Norfolk-Newport News, VA-NC Metropolitan Statistical Area
17 Minneapolis-St. Paul-Bloomington, MN-WI Metropolitan Statistical Area
18 Houston-Sugar Land-Baytown, TX Metropolitan Statistical Area
19 Nashville-Davidson--Murfreesboro--Franklin, TN Metropolitan Statistical Area
20 Buffalo-Niagara Falls, NY Metropolitan Statistical Area
21 Pittsburgh, PA Metropolitan Statistical Area
22 Cincinnati-Middletown, OH-KY-IN Metropolitan Statistical Area
23 Phoenix-Mesa-Scottsdale, AZ Metropolitan Statistical Area
24 Ponce, PR Metropolitan Statistical Area
25 Portland-Vancouver-Beaverton, OR-WA Metropolitan Statistical Area
26 St. Louis, MO-IL Metropolitan Statistical Area
27 San Antonio, TX Metropolitan Statistical Area
28 Kansas City, MO-KS Metropolitan Statistical Area
29 Little Rock-North Little Rock-Conway, AR Metropolitan Statistical Area

30 Richmond, VA Metropolitan Statistical Area
31 Anchorage, AK Metropolitan Statistical Area
32 Memphis, TN-MS-AR Metropolitan Statistical Area
33 Albuquerque, NM Metropolitan Statistical Area
34 Charlotte-Gastonia-Concord, NC-SC Metropolitan Statistical Area
35 Cleveland-Elyria-Mentor, OH Metropolitan Statistical Area
36 Colorado Springs, CO Metropolitan Statistical Area
37 Raleigh-Cary, NC Metropolitan Statistical Area
38 Salt Lake City, UT Metropolitan Statistical Area

39 Jacksonville, FL Metropolitan Statistical Area
40 Louisville/Jefferson County, KY-IN Metropolitan Statistical Area
41 Riverside-San Bernardino-Ontario, CA Metropolitan Statistical Area
42 Las Vegas-Paradise, NV Metropolitan Statistical Area

43 Columbus, OH Metropolitan Statistical Area
44 El Paso, TX Metropolitan Statistical Area

45 Tampa-St. Petersburg-Clearwater, FL Metropolitan Statistical Area
46 Indianapolis-Carmel, IN Metropolitan Statistical Area
47 Baton Rouge, LA Metropolitan Statistical Area

48 Fresno, CA Metropolitan Statistical Area
49 Honolulu, HI Metropolitan Statistical Area
50 Orlando-Kissimmee, FL Metropolitan Statistical Area
51 Austin-Round Rock, TX Metropolitan Statistical Area
52 Charleston-North Charleston, SC Metropolitan Statistical Area
53 Knoxville, TN Metropolitan Statistical Area
54 Lexington-Fayette, KY Metropolitan Statistical Area
55 Milwaukee-Waukesha-West Allis, WI Metropolitan Statistical Area
56 Tallahassee, FL Metropolitan Statistical Area
57 Tucson, AZ Metropolitan Statistical Area
58 Macon, GA Metropolitan Statistical Area
59 Madison, WI Metropolitan Statistical Area
60 New Orleans-Metairie-Kenner, LA Metropolitan Statistical Area
61 Providence-New Bedford-Fall River, RI-MA Metropolitan Statistical Area

62 Trenton-Ewing, NJ Metropolitan Statistical Area

state Description	Abbrv	Code
Applies to Service Pricing, column V - Geograph		HR
Alabama	AL	LO
Alaska	AK	MO
Arizona	AZ	EA
Arkansas	AR	LH
California	CA	1I
Colorado	CO	DO
Connecticut	CT	UN
Delaware	DE	LS
District of Columbia	DC	A8
Florida	FL	ZZ
Georgia	GA	P1
Hawaii	HI	EC
Idaho	ID	3C
Illinois	IL	MA
Indiana	IN	IE
Iowa	IA	1N
Kansas	KS	WM
Kentucky	KY	05
Louisiana	LA	1L
Maine	ME	UL
Maryland	MD	C5
Massachusetts	MA	S6
Michigan	MI	DA
Minnesota	MN	WK
Mississippi	MS	YR
Missouri	MO	SA
Montana	MT	01
Nebraska	NE	02
Nevada	NV	03

New Hampshire	NH	04
New Jersey	NJ	06
New Mexico	NM	07
New York	NY	08
North Carolina	NC	09
North Dakota	ND	10
Ohio	OH	11
Oklahoma	OK	12
Oregon	OR	13
Pennsylvania	PA	14
Puerto Rico	PR	15
Rhode Island	RI	16
South Carolina	SC	17
South Dakota	SD	18
Tennessee	TN	19
Texas	TX	1A
Utah	UT	1B
Vermont	VT	1C
Virginia	VA	1D
Virgin Islands	VI	1E
Washington	WA	1F
West Virginia	WV	1G
Wisconsin	WI	1H
Wyoming	WY	1J
Federated States of Micronesia	FM	1K
Guam	GU	1M
Marshall Islands	MH	1O
Northern Marianals	MP	1P
Palau	PW	1Q
		1R
		1S
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		1U
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unit_of_measure Description
Hours
Lot
Months
Each
Labor Hours
Fixed Rate
Dollars, U.S.
Unit
Lump Sum
Dollars per Hours
Mutually Defined
Percent
Each per Month
Manmonth
Machine/Unit
Person
Count
Working Months
Lifts
Total Car Count
Unitless
Cost
Sessions
Days
Week
Years
Sandwich
Actual Pounds
Statute Mile
Seconds

Small Spray
Digits
Strand
Heat Lots
Tire
Group
Outfit
Packet
Ration
Shot
Stick
115 Kilogram Drum
100 Pound Drum
55 Gallon Drum
Tank Truck
Car Mile
Car Count
Locomotive Count
Caboose Count
Empty Car
Train Mile
Fuel Usage (Gallons)
Caboose Mile
Ton Miles
Locomotive Mile
Total Car Mile
Season
Tank Car
Frames
Transactions
Millimole
Terabecquerel
Dose
Slab
Quarter Mile
Base Unit
20 Foot Container
40 Foot Container

Deciliter per Gram
Grams per Cubic Centimeter
Theoretical Pounds
Grams per Square Centimeter
Actual Tons
Theoretical Tons
Kilograms per Square Meter
Pounds per 1000 Square Feet
Radians Per Second
Radians Per Second Squared
Roentgen
Ship Set
Volts Per Meter
Volts (Alternating Current)
Volts (Direct Current)
British Thermal Units (BTUs) Per Hour
Cubic Centimeters Per Second
Cubic Feet Per Hour
Cubic Feet Per Minute
Centimeters Per Second
Decibels
Kilobyte
Kilobecquerel
Kilocurie
Megagram
Megagrams Per Hour
Bin
Meters Per Minute
Milliroentgen
Millivolts
Horsepower Days per Air Dry Metric Tons
Catchweight
Kilograms per Air Dry Metric Tons
Kilopascal Square Meters per Gram
Kilopascals per Millimeter
Milliliters per Square Centimeter Second
Cubic Feet per Minute per Square Foot

Ounces per Square Foot
Ounces per Square Foot per 0.01 Inch
Basis Points
Degrees Lovibond
Megajoule
Pieces per 100 Grams
Pounds Per Pound of Product
Kilograms Per Liter of Product
Pounds Per Piece of Product
Kilograms Per Kilogram of Product
Kilograms Per Piece of Product
Pieces per 10 Pounds
Proof
Scoville Units
Water Activity
Terabytes
Milliliter per Second
Milliliter per Minute
Centisimal Hahnemannian Dilution (CH)
Super Bulk Bag
500 Kilogram Bulk Bag
300 Kilogram Bulk Bag
25 Kilogram Bulk Bag
50 Pound Bag
Bulk Car Load
Decimal Hahnemannian Dilution (DH)
Bobbin
Cap
Centistokes
Curie
20-Pack
100-Pack
Microliter
Meters Per Second

Meters Per Second Per Second
Milliamperes
Megabyte
Milligrams Per Hour
Megabecquerel
Microfarad
Newtons Per Meter
Ounce Inch
Ounce Foot
Pascal
Picofarad
Pounds Per Hour
Cubic Meter Per Hour
Ton Per Hour
Kiloliter Per Hour
Actual Kilograms
Actual Tonnes
Credits
Theoretical Kilograms
Theoretical Tonnes
Korsakovian (K)
Sitas
Mesh
Net Kilograms
Parts Per Million
Barrels per Minute
Batch
Gallons per Thousand
Proof Gallons
MMSCF/Day
Pounds per Thousand
Pump
Stage

Standard Cubic Foot
Hydraulic Horse Power
Count per Minute
Seismic Level
Seismic Line
Percent Weight
Parts Per Billion
Percent Per 1000 Hours
Failure Rate In Time
Pounds Per Square Inch Gauge
Coulomb
Oersteds
Siemens
Ampere
Test Specific Scale
Volt
Volt-Ampere Per Pound
Watts Per Pound
Ampere Turn Per Centimeter
Milli Pascals
Fifty Millesimal (LM)
Gauss
Mil
Kilogauss
Electron Volt
Landings
Flight Hours
Pounds Per Square Inch Absolute
Henry
Ohm
Farad
Kilo Pounds Per Square Inch (KSI)
Foot Pounds
Joules
Pounds per Cubic Foot
Poise
Cord
Duty
Project

Program
Session
Square Kilometer
Saybold Universal Second
Stokes
Calories per Cubic Centimeter
Calories per Gram
Curl Units
20,000 Gallon Tankcar
10,000 Gallon Tankcar
10 Kilogram Drum
15 Kilogram Drum
Watt
Apothecary Pound
Briquet
Fold
Apothecary Ounce
Pillow
Seat
Family Unit
United States Pharmacopoeia (USP) Unit
Absorbance
Bloom Units
Brabender Units
Count per Ounce
Count per Pound
Count per Pouch
Milligrams per Gram
Millipoises
Ball
Bulk Pack
Acre
Bytes
Amperes per Meter
Centigram
Angstrom
Additional Minutes
Average Minutes Per Call
Cop
Fathom
Access Lines

Ampoule
Minutes or Messages
Ampere-turn
Aluminum Pounds Only
Anti-hemophilic Factor (AHF) Units
Suppository
Assortment
Atmosphere
Ocular Insert System
Capsule
Powder-Filled Vials
Twenty
Assembly
British Thermal Units (BTUs) per Pound
British Thermal Units (BTUs) per Cubic Foot
Barrels per Day
Bunks
Batting Pound
Barrel, Imperial
Billet
Bun
Cycles
Board
Batt
Bale
Base Box
Bucket
Bundle
Beam
Board Feet
Bag
Brush
Bar
Band
Book
Block

Bolt
Bulk
Bottle
100 Board Feet
Brake horse power
Barrel
Basket
Belt
Bushel
Bushel, Dry Imperial
Base Weight
Box
British Thermal Unit (BTU)
Million BTUs/Dekatherm
Calls
Composite Product Pounds (Total Weight)
Carset
Centiliter
Carload
Cell
Centipoise (CPS)
Cubic Decimeter
Coil Group
Case
Carboy
Cubic Centimeter
Carat
Centigrade, Celsius
Cubic Feet
Card
Container
Cubic Inches
Cone
Connector
Cylinder
Centimeter

Can
Cubic Meters (Net)
Crate
Cartridge
Cubic Meter
Cassette
Carton
Cup
Cover
Hundred Pounds (CWT)
Coil
Cubic Yard
Combo
Mexican Peso
Dollars, Canadian
Shares
Square Decimeter
Degrees Brix
Kilogram Per Square Centimeter
Degrees Lintner
Draize Score
Dyne per Square Centimeter
Dry Pounds
Disk (Disc)
Degree
Deal
Dram
Decigram
Miles
Dispenser
Decagram
Kilometers
Deciliter
Decimeter
Deci Newton-Meter
Dozen Pair
Data Records
Drum
Display
Dry Ton
Dyne
Display Shipper

Calendar Days
Dynes per Centimeter
Directory Books
Dozen
Hectometer
Daily Value (DV)
Inches, Fraction--Average
Inches, Fraction--Minimum
Inches, Fraction--Actual
Inches, Decimal--Average
Inches, Decimal--Actual
English, (Feet, Inches)
Electronic Mail Boxes
Inches, Decimal--Nominal
Employees
Inches, Fraction-Nominal
Double-time Hours
Knots
Locations
Mixed Module
Multipack
Inches, Decimal-Minimum
Eleven pack
Equivalent Gallons
Prepack Assortment
Order
Envelope
Feet, Inches and Fraction
Feet, Inches and Decimal
Feet and Decimal
International Units per Gram
Thousand Cubic Feet Per Day
International Unit
Equivalent
Minim
MOL
Price Per Share
Fibers per Cubic Centimeter of Air
Fahrenheit
Fields
Blister Pak
Million Particles per Cubic Foot
Track Foot
Hundred Cubic Meters

Transdermal Patch
Micromolar
Sizing Factor
Fibers
Flake Ton
Million Cubic Feet
Clamshell Package
Fluid Ounce
Pounds per Sq. Ft.
Feet Per Minute
Feet Per Second
Foot
Furlong
Grams per 100 Cubic Inches
Fluid Ounce (Imperial)
Gallons Capacity
U.S. Gallons Per Minute
Imperial Gallons Per Minute
Gigabecquerel
Gill (Imperial)
Bit
Microfiche Sheet
Gigacalories
Gigabyte
Gallon
Gallons/Day
Grams per 100 Grams
Gross Barrels
Pounds per Gallon
Grams per 100 Centimeters
Great Gross (Dozen Gross)
Half Gallon
Imperial Gallons
Grams per Milliliter
Grams per Kilogram
Grams per Liter
Grams per Sq. Meter
Gross Gallons
Milligrams per Square Meter
Milligrams per Cubic Meter
Micrograms per Cubic Meter
Gram
Gross
Gross Kilogram

Gauss per Oersteds
Gigajoules
Gallons Per Thousand Cubic Feet
Grain
Gross Yard
Gage Systems
Half Pages - Electronic
Half Liter
18-Pack
Hectoliter
22-Pack
30-Pack
38-Pack
62-Pack
75-Pack
Hank
Hundred Boxes
Hundred Count
Half Dozen
Hundredth of a Carat
Hundred Feet
Hectogram
Hundred Cubic Feet
Hundred Sheets
Horsepower
Hundred Kilograms
Hundred Feet - Linear
Miles Per Hour
Millimeters of Mercury
Hundred Troy Ounces
Millimeter H20
Hectare
Hundred Square Feet
Half Hour
Hundred
Hundred Weight (Short)
Hundred Weight (Long)
Hospital Beds
Hundred Yards
Hertz
Persons, Capacity
Pellet
Inch Pound
Inches Per Second (Vibration Velocity)

Counts per Inch
Inches of Water
Inner Package
Inhaler
Column-Inches
Peaks per Inch (PPI)
Inches per Minute
Impressions
Inch
Insurance Policy
Stops
Counts per Centimeter
Inches Per Second (Linear Speed)
Inches Per Second Per Second (Acceleration)
Inches Per Second Per Second (Vibration Acceleration)
80-Pack
Joule Per Kilogram
81-Pack
82-Pack
84-Pack
85-Pack
96-Pack
5000-Pack
Left Unit
Job
Jumbo
Caplet
Joule Per Kelvin
Joule per Gram
Mega Joule per Kilogram
Refill
Megajoule/Cubic Meter
Pan
Joint
Prepack
Jar
Use
Tin
Jug
Ovule
Exposure
Kilovolt Potential
Kilowatt Demand
Kilovolt Amperes Reactive Demand

Kilovolt Amperes Reactive Hour
Kilovolt Amperes
Kilovolt Amperes Reactive
Kiloliter
Kilowatt
Kilovolt
Kilograms per Millimeter Squared (KG/MM2)
Cake
Kilocharacters
Kilograms per Cubic Meter
Kilograms Decimal
Keg
Kilopackets
Kilogram
Kilowatt Hour
Kilograms/Millimeter Width
Kilosegments
100 Kilograms
Kilograms/Meter
Kilograms per Square Meter, Kilograms, Decimal
Kilocalorie
Millequivalence Caustic Potash per Gram of Product
Kilometers Per Hour
Kilopascal
Kiloroentgen
Kit
Task
Kelvin
Kilograms per Millimeter
Milliliters per Kilogram
Right Unit
Liters Per Minute
Liters at 15 Degrees Celcius
Pounds Per Cubic Inch
Pound
Linear Centimeter
Lite
Linear Foot
Long Ton
Linear Inch
Large Spray
Link
Lifetime
Linear Meter

Length
Liquid Pounds
Liters Per Day
Layer(s)
Liter
Order Line
Linear Yards Per Pound
Linear Yard
Magnetic Tapes
Milligrams per Liter
Millimeter-Actual
Mat
Monetary Value
Microcurie
Millibar
Micro Inch
Mega Pascals
Million British Thermal Units per One Thousand Cubic Feet
Millimeter-Nominal
Microgram
Air Dry Metric Ton
Milligram
Milligram per Sq. Ft. per Side
Metric Gross Ton
Microns (Micrometers)
Metric
Minutes
Milligrams Per Square Inch
Milliliter
Millimeter
Metric Net Ton
Metric Ton
1000 Meters
Meter
Square Millimeter
Metric Long Ton
Millicurie
Number of Mults
Metric Ton Kilograms
Mixed
Millimeter-Average
Millimeter-minimum
Pen Calories
Number of Lines

Print Point
Pen Grams (Protein)
Megahertz
Parts
Cartridge Needle
Milligrams per Kilogram
Barge
Car
Net Barrels
Net Liters
Messages
Net Gallons
Message Hours
Net Imperial Gallons
Number of Screens
Nights
Load
Nautical Mile
Train
Mho
Micro Mho
Short Ton
Trailer
Newton-Meter
Vehicle
Newton
Parts Per Thousand
Pounds Per Air-Dry Metric Ton
Thousand Gallons Per Day
Cubic Millimeter
Panel
Outlet
Billboard
Apothecary Grain
Ounces per Square Yard
Two pack
Overtime Hours
Operating Unit
Ounce - Av
Pages - Electronic
Pounds per Foot
Three pack
Four-pack
Five-pack

Six pack
Seven pack
Eight-pack
Nine pack
Pail
Pair Inches
Piece
Pad
Pounds Equivalent
Pallet (Lift)
Pounds Gross
Pack (PAK)
Pitch
Pounds, Decimal - Pounds per Square Foot - Pound Gage
Package
Pallet/Unit Load
Pounds-Percentage
Pounds Net
Pounds per Inch of Length
Plate
Pages per Inch
Pair
Pounds per Sq. Inch
Pint
Mass Pounds
Half Pint
Pounds per Inch of Width
Pint, Imperial
Peck, Dry U.S.
Peck, Dry Imperial
Quarter (Time)
Pint U.S. Dry
Meal
Fifty
Twenty-Five
Thirty-Six
Twenty-Four
Five
Pages - Facsimile
Pages - Hardcopy
Channel
Quarter Dozen
Photographs
Quarter

Quarter Hours
Quarter Kilogram
Quire
Quart, Dry U.S.
Quart
Quart, Imperial
Pica
Becquerel
Revolutions Per Minute
Calorie
Thousands of Dollars
Millions of Dollars
Billions of Dollars
Roentgen Equivalent in Man (REM)
Thousand Cubic Meters
Rack
Radian
Rod (area) - 16.25 Square Yards
Rod (length) - 5.5 Yards
Reel
Ring
Running or Operating Hours
Retinol Activity Equivalents
Roll-Metric Measure
Roll
Ream
Ream-Metric Measure
Round
Pounds per Ream
Resets
Revenue Ton Miles
Run
Mixed Module
Retinol Equivalents
Thousand Rounds
Semester
Trimester
Square Feet per Second
Square Meters per Second
Sixty-fourths of an Inch
Storage Units
Standard Advertising Units (SAUs)
Slip Sheet
Square Mile

Square Centimeter
Solid Pounds
Section
Square Foot
Segment
Sheet
Square Inch
Sack
Split Tanktruck
Sleeve
Square Meter
Square Rod
Spool
Shelf Package
Square
Strip
Sheet-Metric Measure
Set
Single Unit
Skid
Skein
Shipment
Square Yard
Syringe
Telecommunications Lines in Service
Thousand pounds gross
Thousandths of an Inch
Thousand Pieces
Thousand Bags
Thousand Casings
Thousand Gallons
Thousand Impressions
Thousand Linear Inches
Thousand Kilowatt Hours/Megawatt-Hour
Tenth Cubic Foot
Tube
Truckload
Therms
Tote
Ten Square Yards
Gross Ton
Thousand
Thousand Square Inches
Thousand Sq. Centimeters

Tank
Thousand Feet (Linear)
Thousand Feet (Board)
Net Ton (2,000 LB).
Troy Ounce
Ten-pack
Thousand Feet
Ten Square Feet
Thousand Square Feet
Thousand Linear Meters
Thousand Linear Yards
Thousand Kilograms
Thousand Sheets
Troy Pound
Tray
Thousand Cubic Feet
Treatments
Tablet
Ten
Two Hundred Fifty
U.S Gallons at 60 Degrees Fahrenheit
Torr
Telecommunications Lines in Service - Average
Telecommunications Ports
Tenth Minutes
Tenth Hours
Usage per Telecommunications Line - Average
Ten Thousand Yards
Million Units
Troche
Wafer
Application
Dosage Form
Inhalation
Lozenge
Percent Topical Only
Milliequivalent
Dram (Minim)
Fifty Square Feet
Fifty Count
Flat
Pouch
Mixed Module
Multipack

Setpack
Prepack Assortment
International Bittering Units (IBU)
Volt-ampere per Kilogram
Five Hundred
Vial
Volume
Percent Volume
Volt-ampere-reactive
Visit
Percent volume per volume (v/v)
Wet Kilo
Thimble Full
Watts per Kilogram
Wet Pound
Work Days
Wet Ton
Wine Gallon
Wheel
Weight per Square Inch
Pennyweight
Wrap
Percent weight per volume (w/v)
Milliliters of Water
Percent weight per weight (w/w)
Chains (Land Survey)
Bunch
Clove
Drop
Head
Heart
Leaf
Loaf
Portion
Base Box per Pound
Slice
Tablespoon
Teaspoon
Tub
Transport Load
Yard
100 Lineal Yards
Ten Yards
Lift Van

Chest
Cask
Hogshead
Lug
Conference Points
13-pack Marketing
Newspaper Agate Line
14-pack Marketing
Bimonthly
Biweekly
Semiannual
Kilojoule
Ping
16-pack Marketing
48-pack Component Parts
51-pack Component Parts
52-pack Component Parts
60-pack Gift Packs
72-pack Gift Packs
83-pack Gift Packs
10-pack Marketing
120-pack Promotional
150-pack Component Parts
Page
200-pack Component Parts
1000-pack Component Parts
15-Pack
Per Annum
Mother Tincture (TM)
Nanogram
Barrel, Dry
Barrel, Liquid
Apothecary Scruple

dol_occupation_code_title code	bureau_ Code
01011 - Accounting Clerk I	11-0000
01012 - Accounting Clerk II	11-1011
01013 - Accounting Clerk III	11-1021
01020 - Administrative Assistant	11-1031
01035 - Court Reporter	11-2011
01041 - Customer Service Representative I	11-2021
01042 - Customer Service Representative II	11-2022
01043 - Customer Service Representative III	11-2030
01051 - Data Entry Operator I	11-3012
01052 - Data Entry Operator II	11-3013
01060 - Dispatcher, Motor Vehicle	11-3021
01070 - Document Preparation Clerk	11-3031
01090 - Duplicating Machine Operator	11-3111
01111 - General Clerk I	11-3121
01112 - General Clerk II	11-3131
01113 - General Clerk III	11-3051
01120 - Housing Referral Assistant	11-3061
01141 - Messenger Courier	11-3071
01191 - Order Clerk I	11-9013
01192 - Order Clerk II	11-9021
01261 - Personnel Assistant (Employment) I	11-9030
01262 - Personnel Assistant (Employment) II	11-9041
01263 - Personnel Assistant (Employment) III	11-9051
01270 - Production Control Clerk	11-9171
01290 - Rental Clerk	11-9070
01300 - Scheduler, Maintenance	11-9081
01311 - Secretary I	11-9111
01312 - Secretary II	11-9121
01313 - Secretary III	11-9131
01320 - Service Order Dispatcher	11-9141

01410 - Supply Technician	11-9151
01420 - Survey Worker	11-9161
01460 - Switchboard Operator/Receptionist	11-9179
01531 - Travel Clerk I	11-9199
01532 - Travel Clerk II	13-0000
01533 - Travel Clerk III	13-1011
01611 - Word Processor I	13-1021
01612 - Word Processor II	13-1022
01613 - Word Processor III	13-1023
05005 - Automobile Body Repairer, Fiberglass	13-1030
05010 - Automotive Electrician	13-1041
05040 - Automotive Glass Installer	13-1051
05070 - Automotive Worker	13-1070
05110 - Mobile Equipment Servicer	13-1141
05130 - Motor Equipment Metal Mechanic	13-1151
05160 - Motor Equipment Metal Worker	13-1081
05190 - Motor Vehicle Mechanic	13-1082
05220 - Motor Vehicle Mechanic Helper	13-1111
05250 - Motor Vehicle Upholstery Worker	13-1121
05280 - Motor Vehicle Wrecker	13-1131
05310 - Painter, Automotive	13-1161
05340 - Radiator Repair Specialist	13-1199
05370 - Tire Repairer	13-2011
05400 - Transmission Repair Specialist	13-2020
07010 - Baker	13-2031
07041 - Cook I	13-2041
07042 - Cook II	13-2051
07070 - Dishwasher	13-2052
07130 - Food Service Worker	13-2053
07210 - Meat Cutter	13-2061
07260 - Waiter/Waitress	13-2070
09010 - Electrostatic Spray Painter	13-2081
09040 - Furniture Handler	13-2082
09080 - Furniture Refinisher	13-20XX
09090 - Furniture Refinisher Helper	15-0000
09110 - Furniture Repairer, Minor	15-1221
09130 - Upholsterer	15-1211
11030 - Cleaner, Vehicles	15-1212

11060 - Elevator Operator	15-1251
11090 - Gardener	15-1252
11122 - Housekeeping Aide	15-1253
11150 - Janitor	15-1254
11210 - Laborer, Grounds Maintenance	15-1255
11240 - Maid or Houseman	15-1230
11260 - Pruner	15-124X
11270 - Tractor Operator	15-1244
11330 - Trail Maintenance Worker	15-1241
11360 - Window Cleaner	15-1299
12010 - Ambulance Driver	15-2011
12011 - Breath Alcohol Technician	15-2021
12012 - Certified Occupational Therapist Assistant	15-2031
12015 - Certified Physical Therapist Assistant	15-2041
12020 - Dental Assistant	15-20XX
12025 - Dental Hygienist	17-0000
12030 - EKG Technician	17-1011
12035 - Electroneurodiagnostic Technologist	17-1012
12040 - Emergency Medical Technician	17-1020
12071 - Licensed Practical Nurse I	17-2011
12072 - Licensed Practical Nurse II	17-2021
12073 - Licensed Practical Nurse III	17-2031
12100 - Medical Assistant	17-2041
12130 - Medical Laboratory Technician	17-2051
12160 - Medical Record Clerk	17-2061
12190 - Medical Record Technician	17-2070
12195 - Medical Transcriptionist	17-2081
12210 - Nuclear Medicine Technologist	17-2110
12221 - Nursing Assistant I	17-2121
12222 - Nursing Assistant II	17-2131
12223 - Nursing Assistant III	17-2141
12224 - Nursing Assistant IV	17-2151
12235 - Optical Dispenser	17-2161
12236 - Optical Technician	17-2171
12250 - Pharmacy Technician	17-2199
12280 - Phlebotomist	17-3011
12305 - Radiologic Technologist	17-301X

12311 - Registered Nurse I	17-3023
12312 - Registered Nurse II	17-302X
12313 - Registered Nurse II, Specialist	17-3031
12314 - Registered Nurse III	19-0000
12315 - Registered Nurse III, Anesthetist	19-1010
12316 - Registered Nurse IV	19-1020
12317 - Scheduler (Drug and Alcohol Testing)	19-1030
12320 - Substance Abuse Treatment Counselor	19-1040
13011 - Exhibits Specialist I	19-1099
13012 - Exhibits Specialist II	19-2010
13013 - Exhibits Specialist III	19-2021
13041 - Illustrator I	19-2030
13042 - Illustrator II	19-2041
13043 - Illustrator III	19-204X
13047 - Librarian	19-2099
13050 - Library Aide/Clerk	19-3011
13054 - Library Information Technology Systems	19-3022
13058 - Library Technician	19-3033
13061 - Media Specialist I	19-3034
13062 - Media Specialist II	19-303X
13063 - Media Specialist III	19-3041
13071 - Photographer I	19-3051
13072 - Photographer II	19-3090
13073 - Photographer III	19-4010
13074 - Photographer IV	19-4021
13075 - Photographer V	19-4031
13090 - Technical Order Library Clerk	19-4040
13110 - Video Teleconference Technician	19-4051
14041 - Computer Operator I	19-4061
14042 - Computer Operator II	19-40XX
14043 - Computer Operator III	19-5010
14044 - Computer Operator IV	21-0000
14045 - Computer Operator V	21-1011
14071 - Computer Programmer I	21-1012

14072 - Computer Programmer II	21-1013
14073 - Computer Programmer III	21-1014
14074 - Computer Programmer IV	21-1015
14101 - Computer Systems Analyst I	21-1019
14102 - Computer Systems Analyst II	21-1021
14103 - Computer Systems Analyst III	21-1022
14150 - Peripheral Equipment Operator	21-1023
14160 - Personal Computer Support Technician	21-1029
14170 - System Support Specialist	21-1092
15010 - Aircrew Training Devices Instructor (Non-Rated)	21-1093
15020 - Aircrew Training Devices Instructor (Rated)	21-109X
15030 - Air Crew Training Devices Instructor (Pilot)	21-2011
15050 - Computer Based Training Specialist / Instructor	21-2021
15060 - Educational Technologist	21-2099
15070 - Flight Instructor (Pilot)	23-0000
15080 - Graphic Artist	23-1011
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	23-1012
15086 - Maintenance Test Pilot, Rotary Wing	23-1020
15088 - Non-Maintenance Test/Co-Pilot	23-2011
15090 - Technical Instructor	23-2093
15095 - Technical Instructor/Course Developer	23-2099
15110 - Test Proctor	25-0000
15120 - Tutor	25-1000
16010 - Assembler	25-2010
16030 - Counter Attendant	25-2020
16040 - Dry Cleaner	25-2030
16070 - Finisher, Flatwork, Machine	25-2050
16090 - Presser, Hand	25-3041
16110 - Presser, Machine, Drycleaning	25-30XX
16130 - Presser, Machine, Shirts	25-4010
16160 - Presser, Machine, Wearing Apparel, Laundry	25-4022
16190 - Sewing Machine Operator	25-4031
16220 - Tailor	25-9040

16250 - Washer, Machine	25-90XX
19010 - Machine-Tool Operator (Tool Room)	27-0000
19040 - Tool And Die Maker	27-1010
21020 - Forklift Operator	27-1021
21030 - Material Coordinator	27-1022
21040 - Material Expediter	27-1023
21050 - Material Handling Laborer	27-1024
21071 - Order Filler	27-1025
21080 - Production Line Worker (Food Processing)	27-1026
21110 - Shipping Packer	27-102X
21130 - Shipping/Receiving Clerk	27-2011
21140 - Store Worker I	27-2012
21150 - Stock Clerk	27-2021
21210 - Tools And Parts Attendant	27-2022
21410 - Warehouse Specialist	27-2023
23010 - Aerospace Structural Welder	27-2030
23019 - Aircraft Logs and Records Technician	27-2041
23021 - Aircraft Mechanic I	27-2042
23022 - Aircraft Mechanic II	27-2091
23023 - Aircraft Mechanic III	27-2099
23040 - Aircraft Mechanic Helper	27-3011
23050 - Aircraft, Painter	27-3023
23060 - Aircraft Servicer	27-3031
23070 - Aircraft Survival Flight Equipment Technician	27-3041
23080 - Aircraft Worker	27-3042
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27-3043
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27-3091
23110 - Appliance Mechanic	27-3092
23120 - Bicycle Repairer	27-3099
23125 - Cable Splicer	27-4010
23130 - Carpenter, Maintenance	27-4021
23140 - Carpet Layer	27-4030
23160 - Electrician, Maintenance	27-4099
23181 - Electronics Technician Maintenance I	29-0000
23182 - Electronics Technician Maintenance II	29-1011
23183 - Electronics Technician Maintenance III	29-1020
23260 - Fabric Worker	29-1031
23290 - Fire Alarm System Mechanic	29-1041
23310 - Fire Extinguisher Repairer	29-1051

23311 - Fuel Distribution System Mechanic	29-1214
23312 - Fuel Distribution System Operator	29-1224
23370 - General Maintenance Worker	29-12XX
23380 - Ground Support Equipment Mechanic	29-1240
23381 - Ground Support Equipment Servicer	29-1071
23382 - Ground Support Equipment Worker	29-1081
23391 - Gunsmith I	29-1181
23392 - Gunsmith II	29-1122
23393 - Gunsmith III	29-1123
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29-1124
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29-1125
23430 - Heavy Equipment Mechanic	29-1126
23440 - Heavy Equipment Operator	29-1127
23460 - Instrument Mechanic	29-1128
23465 - Laboratory/Shelter Mechanic	29-1129
23470 - Laborer	29-1131
23510 - Locksmith	29-1141
23530 - Machinery Maintenance Mechanic	29-1151
23550 - Machinist, Maintenance	29-1161
23580 - Maintenance Trades Helper	29-1171
23591 - Metrology Technician I	29-1291
23592 - Metrology Technician II	29-1299
23593 - Metrology Technician III	29-2010
23640 - Millwright	29-1292
23710 - Office Appliance Repairer	29-2031
23760 - Painter, Maintenance	29-2032
23790 - Pipefitter, Maintenance	29-2034
23810 - Plumber, Maintenance	29-2035
23820 - Pneudraulic Systems Mechanic	29-203X
23850 - Rigger	29-2042
23870 - Scale Mechanic	29-2043
23890 - Sheet-Metal Worker, Maintenance	29-2052
23910 - Small Engine Mechanic	29-2053
23931 - Telecommunications Mechanic I	29-2055
23932 - Telecommunications Mechanic II	29-2056
23950 - Telephone Lineman	29-205X
23960 - Welder, Combination, Maintenance	29-2061
23965 - Well Driller	29-2072
23970 - Woodcraft Worker	29-2081
23980 - Woodworker	29-2090
24550 - Case Manager	29-9000

24570 - Child Care Attendant	31-0000
24580 - Child Care Center Clerk	31-1121
24610 - Chore Aide	31-1122
24620 - Family Readiness And Support Services Coordinator	31-1131
24630 - Homemaker	31-113X
25010 - Boiler Tender	31-2010
25040 - Sewage Plant Operator	31-2020
25070 - Stationary Engineer	31-9011
25190 - Ventilation Equipment Tender	31-9091
25210 - Water Treatment Plant Operator	31-9092
27004 - Alarm Monitor	31-9094
27007 - Baggage Inspector	31-9095
27008 - Corrections Officer	31-9096
27010 - Court Security Officer	31-9097
27030 - Detection Dog Handler	31-909X
27040 - Detention Officer	33-0000
27070 - Firefighter	33-1011
27101 - Guard I	33-1012
27102 - Guard II	33-1021
27131 - Police Officer I	33-1091
27132 - Police Officer II	33-1099
28041 - Carnival Equipment Operator	33-2011
28042 - Carnival Equipment Repairer	33-2020
28043 - Carnival Worker	33-3011
28210 - Gate Attendant/Gate Tender	33-3012
28310 - Lifeguard	33-3021
28350 - Park Attendant (Aide)	33-3031
28510 - Recreation Aide/Health Facility Attendant	33-3041
28515 - Recreation Specialist	33-3050
28630 - Sports Official	33-9011
28690 - Swimming Pool Operator	33-9021
29010 - Blocker And Bracer	33-9030
29020 - Hatch Tender	33-9091
29030 - Line Handler	33-9093
29041 - Stevedore I	33-9094
29042 - Stevedore II	33-909X

30010 - Air Traffic Control Specialist, Center (HFO)	35-0000
30011 - Air Traffic Control Specialist, Station (HFO)	35-1011
30012 - Air Traffic Control Specialist, Terminal (HFO)	35-1012
30021 - Archeological Technician I	35-2010
30022 - Archeological Technician II	35-2021
30023 - Archeological Technician III	35-3011
30030 - Cartographic Technician	35-3023
30040 - Civil Engineering Technician	35-3031
30051 - Cryogenic Technician I	35-3041
30052 - Cryogenic Technician II	35-9011
30061 - Drafter/CAD Operator I	35-9021
30062 - Drafter/CAD Operator II	35-9031
30063 - Drafter/CAD Operator III	35-9099
30064 - Drafter/CAD Operator IV	37-0000
30081 - Engineering Technician I	37-1011
30082 - Engineering Technician II	37-1012
30083 - Engineering Technician III	37-201X
30084 - Engineering Technician IV	37-2012
30085 - Engineering Technician V	37-2021
30086 - Engineering Technician VI	37-3011
30090 - Environmental Technician	37-3013
30095 - Evidence Control Specialist	37-301X
30210 - Laboratory Technician	39-0000
30221 - Latent Fingerprint Technician I	39-1000
30222 - Latent Fingerprint Technician II	39-2011
30240 - Mathematical Technician	39-2021
30361 - Paralegal/Legal Assistant I	39-3010
30362 - Paralegal/Legal Assistant II	39-3031
30363 - Paralegal/Legal Assistant III	39-30XX
30364 - Paralegal/Legal Assistant IV	39-40XX
30375 - Petroleum Supply Specialist	39-4031
30390 - Photo-Optics Technician	39-5011
30395 - Radiation Control Technician	39-5012
30461 - Technical Writer I	39-5092
30462 - Technical Writer II	39-5094
30463 - Technical Writer III	39-509X

30491 - Unexploded Ordnance (UXO) Technician I	39-6010
30492 - Unexploded Ordnance (UXO) Technician II	39-7010
30493 - Unexploded Ordnance (UXO) Technician III	39-9011
30494 - Unexploded (UXO) Safety Escort	39-9031
30495 - Unexploded (UXO) Sweep Personnel	39-9032
30501 - Weather Forecaster I	39-9041
30502 - Weather Forecaster II	39-9099
30620 - Weather Observer, Combined Upper Air Or	41-0000
30621 - Weather Observer, Senior	41-1011
31010 - Airplane Pilot	41-1012
31020 - Bus Aide	41-2010
31030 - Bus Driver	41-2021
31043 - Driver Courier	41-2022
31260 - Parking and Lot Attendant	41-2031
31290 - Shuttle Bus Driver	41-3011
31310 - Taxi Driver	41-3021
31361 - Truckdriver, Light	41-3031
31362 - Truckdriver, Medium	41-3041
31363 - Truckdriver, Heavy	41-3091
31364 - Truckdriver, Tractor-Trailer	41-4010
99020 - Cabin Safety Specialist	41-9010
99030 - Cashier	41-9020
99050 - Desk Clerk	41-9031
99095 - Embalmer	41-9041
99130 - Flight Follower	41-9091
99251 - Laboratory Animal Caretaker I	41-9099
99252 - Laboratory Animal Caretaker II	43-0000
99260 - Marketing Analyst	43-1011
99310 - Mortician	43-2011
99410 - Pest Controller	43-2021
99510 - Photofinishing Worker	43-2099
99710 - Recycling Laborer	43-3011
99711 - Recycling Specialist	43-3021
99730 - Refuse Collector	43-3031
99810 - Sales Clerk	43-3041
99820 - School Crossing Guard	43-3051
99830 - Survey Party Chief	43-3061
99831 - Surveying Aide	43-3071
99832 - Surveying Technician	43-3099
99840 - Vending Machine Attendant	43-4011
99841 - Vending Machine Repairer	43-4021
99842 - Vending Machine Repairer Helper	43-4031

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Management occupations
Chief executives
General and operations managers
Legislators
Advertising and promotions managers
Marketing managers
Sales managers
Public relations and fundraising managers
Administrative services managers
Facilities managers
Computer and information systems managers
Financial managers
Compensation and benefits managers
Human resources managers
Training and development managers
Industrial production managers
Purchasing managers
Transportation, storage, and distribution managers
Farmers, ranchers, and other agricultural managers
Construction managers
Education and childcare administrators
Architectural and engineering managers
Food service managers
Funeral home managers
Entertainment and recreation managers
Lodging managers
Medical and health services managers
Natural sciences managers
Postmasters and mail superintendents
Property, real estate, and community association managers

Social and community service managers
Emergency management directors
Personal service managers, all other
Managers, all other
Business and financial operations occupations
Agents and business managers of artists, performers, and athletes
Buyers and purchasing agents, farm products
Wholesale and retail buyers, except farm products
Purchasing agents, except wholesale, retail, and farm products
Claims adjusters, appraisers, examiners, and investigators
Compliance officers
Cost estimators
Human resources workers
Compensation, benefits, and job analysis specialists
Training and development specialists
Logisticians
Project management specialists
Management analysts
Meeting, convention, and event planners
Fundraisers
Market research analysts and marketing specialists
Business operations specialists, all other
Accountants and auditors
Property appraisers and assessors
Budget analysts
Credit analysts
Financial and investment analysts
Personal financial advisors
Insurance underwriters
Financial examiners
Credit counselors and loan officers
Tax examiners and collectors, and revenue agents
Tax preparers
Other financial specialists
Computer and mathematical occupations
Computer and information research scientists
Computer systems analysts
Information security analysts

Computer programmers
Software developers
Software quality assurance analysts and testers
Web developers
Web and digital interface designers
Computer support specialists
Database administrators and architects
Network and computer systems administrators
Computer network architects
Computer occupations, all other
Actuaries
Mathematicians
Operations research analysts
Statisticians
Other mathematical science occupations
Architecture and engineering occupations
Architects, except landscape and naval
Landscape architects
Surveyors, cartographers, and photogrammetrists
Aerospace engineers
Agricultural engineers
Bioengineers and biomedical engineers
Chemical engineers
Civil engineers
Computer hardware engineers
Electrical and electronics engineers
Environmental engineers
Industrial engineers, including health and safety
Marine engineers and naval architects
Materials engineers
Mechanical engineers
Mining and geological engineers, including mining safety engineers
Nuclear engineers
Petroleum engineers
Engineers, all other
Architectural and civil drafters
Other drafters

Electrical and electronic engineering technologists and technicians
Other engineering technologists and technicians, except drafters
Surveying and mapping technicians
Life, physical, and social science occupations
Agricultural and food scientists
Biological scientists
Conservation scientists and foresters
Medical scientists
Life scientists, all other
Astronomers and physicists
Atmospheric and space scientists
Chemists and materials scientists
Environmental scientists and specialists, including health
Geoscientists and hydrologists, except geographers
Physical scientists, all other
Economists
Survey researchers
Clinical and counseling psychologists
School psychologists
Other psychologists
Sociologists
Urban and regional planners
Miscellaneous social scientists and related workers
Agricultural and food science technicians
Biological technicians
Chemical technicians
Environmental science and geoscience technicians
Nuclear technicians
Social science research assistants
Other life, physical, and social science technicians
Occupational health and safety specialists and technicians
Community and social service occupations
Substance abuse and behavioral disorder counselors
Educational, guidance, and career counselors and advisors

Marriage and family therapists
Mental health counselors
Rehabilitation counselors
Counselors, all other
Child, family, and school social workers
Healthcare social workers
Mental health and substance abuse social workers
Social workers, all other
Probation officers and correctional treatment specialists
Social and human service assistants
Other community and social service specialists
Clergy
Directors, religious activities and education
Religious workers, all other
Legal occupations
Lawyers
Judicial law clerks
Judges, magistrates, and other judicial workers
Paralegals and legal assistants
Title examiners, abstractors, and searchers
Legal support workers, all other
Education, training, and library occupations
Postsecondary teachers
Preschool and kindergarten teachers
Elementary and middle school teachers
Secondary school teachers
Special education teachers
Tutors
Other teachers and instructors
Archivists, curators, and museum technicians
Librarians and media collections specialists
Library technicians
Teaching assistants

Other educational instruction and library workers
Arts, design, entertainment, sports, and media occupations
Artists and related workers
Commercial and industrial designers
Fashion designers
Floral designers
Graphic designers
Interior designers
Merchandise displayers and window trimmers
Other designers
Actors
Producers and directors
Athletes and sports competitors
Coaches and scouts
Umpires, referees, and other sports officials
Dancers and choreographers
Music directors and composers
Musicians and singers
Disc jockeys, except radio
Entertainers and performers, sports and related workers, all other
Broadcast announcers and radio disc jockeys
News analysts, reporters, and journalists
Public relations specialists
Editors
Technical writers
Writers and authors
Interpreters and translators
Court reporters and simultaneous captioners
Media and communication workers, all other
Broadcast, sound, and lighting technicians
Photographers
Television, video, and film camera operators and editors
Media and communication equipment workers, all other
Healthcare practitioners and technical occupations
Chiropractors
Dentists
Dietitians and nutritionists
Optometrists
Pharmacists

Emergency medicine physicians
Radiologists
Other physicians
Surgeons
Physician assistants
Podiatrists
Audiologists
Occupational therapists
Physical therapists
Radiation therapists
Recreational therapists
Respiratory therapists
Speech-language pathologists
Exercise physiologists
Therapists, all other
Veterinarians
Registered nurses
Nurse anesthetists
Nurse midwives
Nurse practitioners
Acupuncturists
Healthcare diagnosing or treating practitioners, all other
Clinical laboratory technologists and technicians
Dental hygienists
Cardiovascular technologists and technicians
Diagnostic medical sonographers
Radiologic technologists and technicians
Magnetic resonance imaging technologists
Nuclear medicine technologists and medical dosimetrists
Emergency medical technicians
Paramedics
Pharmacy technicians
Psychiatric technicians
Surgical technologists
Veterinary technologists and technicians
Dietetic technicians and ophthalmic medical technicians
Licensed practical and licensed vocational nurses
Medical records specialists
Opticians, dispensing
Miscellaneous health technologists and technicians
Other healthcare practitioners and technical occupations

Healthcare support occupations
Home health aides
Personal care aides
Nursing assistants
Orderlies and psychiatric aides
Occupational therapy assistants and aides
Physical therapist assistants and aides
Massage therapists
Dental assistants
Medical assistants
Medical transcriptionists
Pharmacy aides
Veterinary assistants and laboratory animal caretakers
Phlebotomists
Other healthcare support workers
Protective service occupations
First-line supervisors of correctional officers
First-line supervisors of police and detectives
First-line supervisors of firefighting and prevention workers
First-line supervisors of security workers
First-line supervisors of protective service workers, all other
Firefighters
Fire inspectors
Bailiffs
Correctional officers and jailers
Detectives and criminal investigators
Fish and game wardens
Parking enforcement workers
Police officers
Animal control workers
Private detectives and investigators
Security guards and gambling surveillance officers
Crossing guards and flaggers
Transportation security screeners
School bus monitors
Other protective service workers

Food preparation and serving related occupations
Chefs and head cooks
First-line supervisors of food preparation and serving workers
Cooks
Food preparation workers
Bartenders
Fast food and counter workers
Waiters and waitresses
Food servers, nonrestaurant
Dining room and cafeteria attendants and bartender helpers
Dishwashers
Hosts and hostesses, restaurant, lounge, and coffee shop
Food preparation and serving related workers, all other
Building and grounds cleaning and maintenance occupations
First-line supervisors of housekeeping and janitorial workers
First-line supervisors of landscaping, lawn service, and groundskeeping w
Janitors and building cleaners
Maids and housekeeping cleaners
Pest control workers
Landscaping and groundskeeping workers
Tree trimmers and pruners
Other grounds maintenance workers
Personal care and service occupations
Supervisors of personal care and service workers
Animal trainers
Animal caretakers
Gambling services workers
Ushers, lobby attendants, and ticket takers
Other entertainment attendants and related workers
Embalmers, crematory operators, and funeral attendants
Morticians, undertakers, and funeral arrangers
Barbers
Hairdressers, hairstylists, and cosmetologists
Manicurists and pedicurists
Skincare specialists
Other personal appearance workers

Baggage porters, bellhops, and concierges
Tour and travel guides
Childcare workers
Exercise trainers and group fitness instructors
Recreation workers
Residential advisors
Personal care and service workers, all other
Sales and related occupations
First-line supervisors of retail sales workers
First-line supervisors of non-retail sales workers
Cashiers
Counter and rental clerks
Parts salespersons
Retail salespersons
Advertising sales agents
Insurance sales agents
Securities, commodities, and financial services sales agents
Travel agents
Sales representatives of services, except advertising, insurance, financia
Sales representatives, wholesale and manufacturing
Models, demonstrators, and product promoters
Real estate brokers and sales agents
Sales engineers
Telemarketers
Door-to-door sales workers, news and street vendors, and related worke
Sales and related workers, all other
Office and administrative support occupations
First-line supervisors of office and administrative support workers
Switchboard operators, including answering service
Telephone operators
Communications equipment operators, all other
Bill and account collectors
Billing and posting clerks
Bookkeeping, accounting, and auditing clerks
Gambling cage workers
Payroll and timekeeping clerks
Procurement clerks
Tellers
Financial clerks, all other
Brokerage clerks
Correspondence clerks
Court, municipal, and license clerks

Credit authorizers, checkers, and clerks
Customer service representatives
Eligibility interviewers, government programs
File clerks
Hotel, motel, and resort desk clerks
Interviewers, except eligibility and loan
Library assistants, clerical
Loan interviewers and clerks
New accounts clerks
Order clerks
Human resources assistants, except payroll and timekeeping
Receptionists and information clerks
Reservation and transportation ticket agents and travel clerks
Information and record clerks, all other
Cargo and freight agents
Couriers and messengers
Public safety telecommunicators
Dispatchers, except police, fire, and ambulance
Meter readers, utilities
Postal service clerks
Postal service mail carriers
Postal service mail sorters, processors, and processing machine operato
Production, planning, and expediting clerks
Shipping, receiving, and inventory clerks
Weighers, measurers, checkers, and samplers, recordkeeping
Executive secretaries and executive administrative assistants
Legal secretaries and administrative assistants
Medical secretaries and administrative assistants
Secretaries and administrative assistants, except legal, medical, and exe
Data entry keyers
Word processors and typists
Desktop publishers
Insurance claims and policy processing clerks
Mail clerks and mail machine operators, except postal service
Office clerks, general
Office machine operators, except computer
Proofreaders and copy markers
Statistical assistants
Office and administrative support workers, all other
Farming, fishing, and forestry occupations
First-line supervisors of farming, fishing, and forestry workers
Agricultural inspectors
Animal breeders
Graders and sorters, agricultural products

Miscellaneous agricultural workers
Fishing and hunting workers
Forest and conservation workers
Logging workers
Construction and extraction occupations
First-line supervisors of construction trades and extraction workers
Boilermakers
Brickmasons, blockmasons, and stonemasons
Carpenters
Carpet, floor, and tile installers and finishers
Cement masons, concrete finishers, and terrazzo workers
Construction laborers
Construction equipment operators
Drywall installers, ceiling tile installers, and tapers
Electricians
Glaziers
Insulation workers
Painters and paperhangers
Pipelayers
Plumbers, pipefitters, and steamfitters
Plasterers and stucco masons
Reinforcing iron and rebar workers
Roofers
Sheet metal workers
Structural iron and steel workers
Solar photovoltaic installers
Helpers, construction trades
Construction and building inspectors
Elevator and escalator installers and repairers
Fence erectors
Hazardous materials removal workers
Highway maintenance workers
Rail-track laying and maintenance equipment operators
Septic tank servicers and sewer pipe cleaners
Miscellaneous construction and related workers
Derrick, rotary drill, and service unit operators, oil and gas
Excavating and loading machine and dragline operators, surface mining
Earth drillers, except oil and gas
Explosives workers, ordnance handling experts, and blasters
Underground mining machine operators
Roustabouts, oil and gas
Other extraction workers
Installation, maintenance, and repair occupations
First-line supervisors of mechanics, installers, and repairers

Computer, automated teller, and office machine repairers
Radio and telecommunications equipment installers and repairers
Avionics technicians
Electric motor, power tool, and related repairers
Electrical and electronics installers and repairers, transportation equipme
Electrical and electronics repairers, industrial and utility
Electronic equipment installers and repairers, motor vehicles
Audiovisual equipment installers and repairers
Security and fire alarm systems installers
Aircraft mechanics and service technicians
Automotive body and related repairers
Automotive glass installers and repairers
Automotive service technicians and mechanics
Bus and truck mechanics and diesel engine specialists
Heavy vehicle and mobile equipment service technicians and mechanics
Small engine mechanics
Miscellaneous vehicle and mobile equipment mechanics, installers, and r
Control and valve installers and repairers
Heating, air conditioning, and refrigeration mechanics and installers
Home appliance repairers
Industrial and refractory machinery mechanics
Maintenance and repair workers, general
Maintenance workers, machinery
Millwrights
Electrical power-line installers and repairers
Telecommunications line installers and repairers
Precision instrument and equipment repairers
Wind turbine service technicians
Coin, vending, and amusement machine servicers and repairers
Commercial divers
Locksmiths and safe repairers
Manufactured building and mobile home installers
Riggers
Helpers--installation, maintenance, and repair workers
Other installation, maintenance, and repair workers
Production occupations
First-line supervisors of production and operating workers
Aircraft structure, surfaces, rigging, and systems assemblers
Electrical, electronics, and electromechanical assemblers
Engine and other machine assemblers
Structural metal fabricators and fitters
Other assemblers and fabricators
Bakers
Butchers and other meat, poultry, and fish processing workers

Food and tobacco roasting, baking, and drying machine operators and te
Food batchmakers
Food cooking machine operators and tenders
Food processing workers, all other
Computer numerically controlled tool operators and programmers
Forming machine setters, operators, and tenders, metal and plastic
Cutting, punching, and press machine setters, operators, and tenders, m
Grinding, lapping, polishing, and buffing machine tool setters, operators,
Other machine tool setters, operators, and tenders, metal and plastic
Machinists
Metal furnace operators, tenders, pourers, and casters
Model makers and patternmakers, metal and plastic
Molders and molding machine setters, operators, and tenders, metal and
Tool and die makers
Welding, soldering, and brazing workers
Other metal workers and plastic workers
Prepress technicians and workers
Printing press operators
Print binding and finishing workers
Laundry and dry-cleaning workers
Pressers, textile, garment, and related materials
Sewing machine operators
Shoe and leather workers
Tailors, dressmakers, and sewers
Textile machine setters, operators, and tenders
Upholsterers
Other textile, apparel, and furnishings workers
Cabinetmakers and bench carpenters
Furniture finishers
Sawing machine setters, operators, and tenders, wood
Woodworking machine setters, operators, and tenders, except sawing
Other woodworkers
Power plant operators, distributors, and dispatchers
Stationary engineers and boiler operators
Water and wastewater treatment plant and system operators
Miscellaneous plant and system operators
Chemical processing machine setters, operators, and tenders
Crushing, grinding, polishing, mixing, and blending workers
Cutting workers
Extruding, forming, pressing, and compacting machine setters, operators
Furnace, kiln, oven, drier, and kettle operators and tenders
Inspectors, testers, sorters, samplers, and weighers
Jewelers and precious stone and metal workers
Dental and ophthalmic laboratory technicians and medical appliance tech

Packaging and filling machine operators and tenders
Painting workers
Photographic process workers and processing machine operators
Adhesive bonding machine operators and tenders
Etchers and engravers
Molders, shapers, and casters, except metal and plastic
Paper goods machine setters, operators, and tenders
Tire builders
Helpers--production workers
Other production equipment operators and tenders
Other production workers
Transportation and material moving occupations
Supervisors of transportation and material moving workers
Aircraft pilots and flight engineers
Air traffic controllers and airfield operations specialists
Flight attendants
Ambulance drivers and attendants, except emergency medical technician
Bus drivers, school
Bus drivers, transit and intercity
Driver/sales workers and truck drivers
Shuttle drivers and chauffeurs
Taxi drivers
Motor vehicle operators, all other
Locomotive engineers and operators
Railroad conductors and yardmasters
Other rail transportation workers
Sailors and marine oilers
Ship and boat captains and operators
Ship engineers
Parking attendants
Transportation service attendants
Transportation inspectors
Passenger attendants
Other transportation workers
Crane and tower operators
Conveyor, dredge, and hoist and winch operators
Industrial truck and tractor operators
Cleaners of vehicles and equipment
Laborers and freight, stock, and material movers, hand
Machine feeders and offbearers
Packers and packagers, hand
Stockers and order fillers
Pumping station operators
Refuse and recyclable material collectors

Other material moving workers
Armed Forces (last job)

reason_not_sold_on_advantage	
Code	**Description**
Controlled_material	Controlled material
Highly_configurable	Highly configurable
Above_simplified_acquisition_thresho	Above simplified acquisition threshold
Market_or_index_based_pricing	Market or index based pricing
Other	Other

workers

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File #: BR-2026-150 Agenda Item #: 6e.

Submitted By: Jasmine Dieguez

Presentation By: Jeff Shrum

Department: Growth Management

FORMAL TITLE:
Budget Resolution 2026-150 to amend the Fiscal Year 2025-26 budget to transfer funds from the Building Fund Reserve for Fund Balance for a fee study in the amount of $42,558

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
To ensure full compliance with the upcoming legislation outlined in House Bill 803, the funds will support the establishment of a service contract to conduct a comprehensive fee study for the Growth Management Department. This initiative marks a significant milestone, as it will be the first fee study ever performed for the City of Ocala Growth Management Department, providing a foundation for improved transparency, accountability, and operational insight.

FINDINGS AND CONCLUSIONS:
Funds are needed for the City of Ocala Building Division to enter into a $91,546 contract with JRD & Associates to conduct a comprehensive fee study of existing Growth Management Department fees. The Building Division can allocate $42,558 ($38,958 plus $3,600 for travel expenses) from the Building Reserve Fund Balance to cover phase one Building Division Services. The remaining phase of the contract will be paid out of general funds for professional services allocated to the Planning Division.

Staff recommends approval.

FISCAL IMPACT:

SOURCE:

115-099-999-524-81-99999	Reserve for Fund Balance	($42,558)

USE:
115-016-061-524-52-31010
Professional Services -
Others$42,558

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

-

BUDGET RESOLUTION 2026-150

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-26 BUDGET TO TRANSFER FUNDS FROM THE BUILDING FUND RESERVE FOR FUND BALANCE FOR A FEE STUDY TOTALING $42,558

WHEREAS, the City of Ocala's building reserves are maintained within the Building Fund Reserve for Fund Balance; and

WHEREAS, a portion of the Building Reserve for Fund Balance, in the amount of $42,558, will be transferred to the Professional Services - Other account for a fee study.

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

SOURCE:

115-099-999-524-81-99999
Reserve for Fund Balance
($42,558)
USE:

115-016-061-524-52-31010
Professional Services -
Others$42,558

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

File #: 2026-1544 Agenda Item #: 6f.

Submitted By: James Haynes

Presentation By: James Haynes

Department: Community Development Services

FORMAL TITLE:
Award of the contract for rehabilitation of the Johnson residence located at 2015 NW First Street to The Ford Design Group, LLC, for a total project cost not to exceed $52,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
Bid released to public: 5/12/2026

BACKGROUND:
The City of Ocala provides housing rehabilitation assistance to low-income homeowners. The Consolidated Plan, approved by the Department of Housing and Urban Development (HUD), includes the rehabilitation and reconstruction of owner-occupied housing for income-qualified applicants. Evaluation of the Johnson residence at 2015 NW First Street revealed a need to replace the HVAC, upgrade the plumbing and electrical, replace the water heater and kitchen cabinets, remodel the hall bathroom, replace exterior doors, make interior repairs, paint the interior, replace the appliances with energy-efficient ones, replace the windows, and replace the flooring in the laundry room.

FINDINGS AND CONCLUSIONS:
Services for this project were solicited in compliance with the City's procurement process and in accordance with grant and program guidelines. On May 12, 2026, the City issued an Invitation to Bid (ITB) No.: CDS/260655 for the rehabilitation of the Johnson residence. The ITB closed on May 28, 2026, with five bidders responding. The Ford Design Group, LLC, of Orlando, Florida, was found to be the lowest responsible bidder at $52,000.

Bidder Name	Office Location	Total Bid Amount
The Ford Design Group, LLC	Orlando, FL	**$ 52,000.00**
DMS Contractors, LLC	Dania Beach, FL	$ 58,764.00
Universal Contracting Services	Tampa, FL	$ 58,995.00
Next Dimension Construction, Inc	Summerfield, FL	$ 68,657.00
Ulloa Management Group, LLC	Saint Augustine, FL	$ 86,638.00

Funding for this project is available through the City's Community Development Block Grant. Staff recommends approval.

FISCAL IMPACT:
346-060-644-554-55-34010 $52,000

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

CONTRACT# CDS/260655

AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **JOYCE JONHSON** ("Owner"), and **THE FORD DESIGN GROUP, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 01-0859010) ("Contractor").

R E C I T A L S :

WHEREAS, on May 12, 2026, City issued an invitation to bid ("ITB") for the provision of rehabilitation work on a residential home located at 2015 NW 1st Street, Ocala Florida, 34475, ITB No.: CDS/260655 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by The Ford Design Group, LLC , was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for the rehabilitation work on a residential home located at 2015 NW 1st Street, Ocala Florida, 34475, (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, 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:

TERMS OF AGREEMENT:

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 bid 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-4)
   Exhibit B: Work Write Up (B-1 through B-7)
   Exhibit C: Asbestos Survey Report (C-1 through C-29)

   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, 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 Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

   A. **City of Ocala Rehabilitation Standards Manual** available at: https://www.ocalafl.gov/home/showpublisheddocument/504/637545378827730000;
   B. **City of Ocala Metering Enclosure and Equipment Standards** available at: https://www.ocalafl.gov/home/showpublisheddocument/328/637632311592430000;
   C. **Florida Building Code (Most Recent Edition)** available at: https://floridabuilding.gov/c/default.aspx.
   D. **Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructures (January 11, 2024)** available at: https://www.ocalafl.gov/home/showpublisheddocument/26969

   In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **FIFTY-TWO THOUSAND AND NO/100 DOLLARS ($52,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum 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**. Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. 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 Community Development Services Department,** Attn: **Chris Lewis,** E-Mail: **clewis@ocalafl.gov** Address: **201 SE 3rd Street 2nd Floor, Ocala, Florida 34471,**

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; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. 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 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.

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. **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 and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**

C. **Weather Days**. Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the

time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

D. **Lead Time**. The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.

E. 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 **THREE (3)** 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.

F. 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.

G. 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.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time 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.

8. **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 Proposal. 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.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

10. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for 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.

11. **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.

12. **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.

13. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

14. **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.

15. **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.

16. **OWNER'S RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:

A. **Cooperation**. Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.

B. **Access**. Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.

C. **Personal Property and Storage**. Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.

D. **Pets**. Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.

E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.

F. **License to Photograph Property**. Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.

G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.

H. **Homeowner's Insurance**. No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other

comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.

l. **Lien on Property.**

(1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.

(2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.

(3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of 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. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.

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 be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.

H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.

I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.

J. Contractor understands the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.

K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.

L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.

M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow al inspections of all work by authorized personnel.

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

A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.

B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.

C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.

D. City 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 for any reason.

19. **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.

20. **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.

21. **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.

22. **APPLICABLE FEDERAL PROVISIONS**.

    A. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

    B. **Equal Employment Opportunity**. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

C. **Copeland Anti-Kickback Act**. Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR 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").

D. **Compliance in the Provision of Training, Employment, and Business Opportunities**. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Contractor's operations and covering all owned, leased, 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.

24. **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.

25. **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.

26. **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, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

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

D. **City as an Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception

of Workers' Compensation and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

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

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

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

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 the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

B. Should 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.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. 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 Owner. 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. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **INDEMNITY.** Contractor and Owner 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, Owner, their agents, and their employees.

45. **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.

46. **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 Ford Design Group, LLC Attention: Zurny Ford 111 N. Orange Avenue Phone: 321-231-4518 E-mail: fordrecovery@gmail.com
If to City of Ocala as Agent for Owner:	Patricia Lewis, Interim Director 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: cityattorney@ocalafl.gov

47. **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.

48. **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.

49. **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.
50. **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.
51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
52. **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.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **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.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **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.

58. **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.
59. **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 the dates set forth below.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Ire Bethea Sr.
City Council President

Date: _____

Reviewed and Approved by Community Development Services Department:

_____
James Haynes, Director
Community Development Services

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

THE FORD DESIGN GROUP, LLC

_____
(Authorized Signatory)

By: _____
(Printed Name of Signatory)

Title: _____
(Title of Authorized Signatory)

Date: _____

Witnesses for Property/Homeowner Signature:

_____
(Signature of First Witness)

_____
(Printed Name of First Witness)

_____
(Signature of Second Witness)

_____
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

_____
(Signature of Property/Homeowner)

_____
(Printed Name of Homeowner)

Date: _____

BACKGROUND

1. Contractor shall perform rehabilitation work on a residential home located at **2015 NW 1st Street, Ocala, FL, 34475.**
2. Contractor will provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications, guidelines, and the Florida Building Code.

PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
   - Building
   - Mechanical
   - Electrical
   - Plumbing
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Estimated Permit Cost/Allowance:** $300.00
4. **Permit Fee Schedule:** For information regarding permitting fees, visit the following link: https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000
5. **Specifications:** All work shall comply with the rehabilitation specifications and guidelines outlined in the Florida Building Code: https://floridabuilding.org/c/default.aspx
6. **Work Summaries and Reports:**
   A. Exhibit A – Scope of Work
   B. Exhibit B – Price Proposal
   C. Exhibit C – Work Write Up
   D. Exhibit D – Asbestos Survey Report

PROJECT SUMMARY

1. This work includes but is not limited to the following:
   - Plumbing
   - Hall Bath
   - HVAC
   - Electrical
   - Water Heater
   - Exterior doors
   - Kitchen Cabinets
   - Interior Repairs
   - Interior Painting
   - Appliances

- Flooring in Laundry Room
- Windows

2. Work shall be coordinated with the City Project Manager, Chris Lewis, 629-8333 or 425-7686, clewis@ocalafl.gov.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this contract in accordance with the policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. The Contractor is responsible for purchasing the permits and ensuring that the hired subcontractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e., building permit, plumbing permit, electrical permit, and H.A.R.V. permit).
   A. The Contractor is responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
   B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
      i. The Contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
      ii. When calling for an inspection, Contractor will need the address, owner's name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor), and the permit number.
      iii. The City Project Manager shall sign each request for payment form as approved.
      iv. When an inspection is called into the Growth Management Department before 9:00 AM, the inspections will be made by noon. All inspections called before 2:00 PM will be made by 5:00 PM.
      v. The City of Ocala Growth Management Department makes "same-day" inspections.
4. The Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall be performed in compliance with all requirements and instructions of applicable manufacturers.
6. Work shall be completed immediately.
7. 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.
8. Contractor is responsible for all wages, taxes, and workers' compensation of all employees.
9. 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 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.

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING, AND CLEANUP

1. Provide on-site sanitary facilities as required by governing agencies.
2. **Waste/Debris:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for the collection and disposal of waste materials, debris, and rubbish. Contractor shall legally dispose of debris. At least once weekly, dispose of such waste materials, debris, and rubbish off-site.
3. Contractor to supply an appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable, neat condition. The work site will be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, clean the entire work area/project site as applicable.
   A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
   B. The Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures, and shall restore acceptably 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 debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
   C. Broom clean exterior paved driveways and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
   D. All furnishings and equipment shall be placed back in the original locations.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.

6. No smoking is allowed on City property or projects.
7. Contractor, employees, and subcontractors will be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and the Contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in the proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible logo on the outside.
10. All employees must wear at all times a shirt with the company logo and/or a badge with picture ID, company name, and employee name.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without the written approval of the City.
2. Contractor must perform a minimum of **30%** of the work with their forces.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor’s responsibility.
5. The Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).
6. 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.

Rehabilitation Specification: GRNT CDBG

CRA: West Ocala

Applicant: Joyce Johnson

Address: 2015 NW 1st St

Parcel #: 2260-148-002

Work must comply with the current **Florida Building Code.**

TYPES OF PERMITS REQUIRED:

☒ Building ☐ Roofing ☒ Plumbing ☒ Electrical ☒ Mechanical ☐ Gas

CONTRACTORS REQUIRED:

☒ General/Builder/Residential ☐ Roofing ☒ Plumbing ☒ Electrical ☒ HVAC ☐ Gas ☐ Specialty

The project must be fully completed within 60 days.

GENERAL CONDITIONS

1. It is the responsibility of the Contractor and/or sub-contractors to obtain all required permits necessary to perform the work described above and to properly post/display them clearly at the job site.
2. It is also the responsibility of the Contractor and sub-contractors to ensure all required inspections are requested and passed, up to and including the final inspections from the City of Ocala Building Department and the Community Development Services Department.
3. Due to this being an owner-occupied residence, the Contractor MUST coordinate with the Owner and City of Ocala Building Department/Inspectors when requesting the necessary inspections for this project. Owner may move out during construction.
4. All references to equivalent imply the substituted goods/materials must meet or exceed the specifications of the brand requested.

Contractors shall follow best practices when mold, asbestos and/or lead is present in affected areas as per mold/lead/asbestos reports.

Item 1 – Plumbing

1. Unclog all sewer drain lines, sinks, toilets, etc. as needed.
2. Replace all water shut off valves with quarter turn shut off valves.
3. Replace all supply lines.
4. Replace hose bibs, install vacuum breakers on all hose bibs.
5. Check and replace clean out caps as necessary if broken or missing.

Item 2 – Hall bath

1. Provide and Install new Delta "ActivTouch" shower head/hand shower combo, *Model 51900 OR Equivalent* with slide bar.
2. Provide and install new ADA height, elongated white 2-piece toilet, WaterSense Certified, 1.28gpf, w/chrome flush lever and soft-close seat/lid.
3. Provide and install new ¼ -turn supply stop and supply line, new wax ring and new flange or stainless-steel flange repair ring (if broken or damaged) and nylon flange bolts (suggested). Ensure new toilet is level and secured properly and does not leak, use matching grout or caulk around base of new toilet at floor.
4. Provide and install new LED bathroom general lighting.
5. Reinstall existing medicine cabinet.
6. Install new vanity countertop/lavatory, match existing size, with Delta Foundations Single-Handle Low-Arc Bathroom Faucet Model # B510LF-PPU-12
7. Touch up interior paint to match as required.

Item 3 – HVAC

1. **This work will require a permit**
2. Remove and properly dispose of existing HVAC system, air handler, condenser unit, copper lines and condensate pipe and pump, etc.
3. Drywall walls/ceiling in furnace closet or build closet in most suitable location. Line return air box with duct board.
4. Provide and install completely new, properly-sized to home, electric heat pump style HVAC system, including ALL new copper lines and condensate pipes and condensate pump (if needed), pipe insulation and any other related components.
5. Install fresh air and return air as required by code.
6. Ensure that new condensate line empties a minimum of 12" away from the side walls of the home and is secured per code.
7. Provide and install new thermostat wires for ALL new equipment. If electrical supplies and disconnects are sized properly to handle new system, they may be re-used, otherwise it will be the Contractor's

responsibility to provide and install new electrical wiring and disconnects required for new HVAC Equipment.

8. Provide and install NEW circuit breakers for air handler, heat strips and compressor where necessary.
9. New HVAC unit MUST be a minimum of 16 SEER2 and MUST be Energy Star Certified in Florida. Install emergency drain pan with float switch if needed (observed rust, mold, algae, etc.).
10. Install new/replace all flex ducts and register boxes. All joint connections shall be sealed with mastic (fiber reinforced, water-based, high-velocity duct sealant).
11. Check clean and sanitize existing metal ductwork. Repair/replace insulation as needed. All joint connections shall be sealed with mastic (fiber reinforced, water-based, high-velocity duct sealant).
12. Provide and install a secondary "wet" switch as a safety backup to the gravity condensate.
13. If existing plenum base is damaged, rotted or in any way deteriorated, provide and install ALL necessary materials to properly repair or rebuild the plenum with duct board or if metal, then replace with metal.
14. Provide and install new standard filter box (if needed) and install new filter(s), minimum of MERV-5 Rating or better, in a readily accessible manner. Filter size should be common and readily available at any chain retail store such as Walmart. Install return air filter grille for filter.
15. Provide and install a new digital, programable thermostat, matched/compatible with the new system. Owners' thermostat can be used if functional. Ensure that new thermostat (if used) is designed to utilize the maximum functionality of the new HVAC systems' capabilities (temperature and humidity control and programing) and energy efficiency.
16. Install new properly sized registers and returns as needed, throughout home and make all necessary repairs to home in all locations a component is removed or replaced.
17. If required by code or for permit, obtain and provide energy calculations and Manual D & J and AHRI Reports.
18. Copies of all documents, including signed energy calculations, Manual D & J and AHRI Reports, warranty information and ALL paperwork required for any energy rebates that the Owner may be eligible for must be made and provided to Owner and City Project Manager at Rehab Final Inspection.
19. Provide Owner with basic instruction of how to operate new HVAC system/thermostat, filter change schedule and instruction on suggested service intervals.
20. Contractor shall repair/paint any areas damaged due to replacement.
21. Air handler shall be installed in hall closet.
22. Contractor shall repair/paint any areas damaged due to replacement.\
23. Where line sets are run vertically on the exterior wall, cover with Rectorseal (equal/better) wall duct kit.

Item 4 – Electrical

1. **Interior:**
2. Label panel as specific as possible to identify location for receptacles, lights, equipment, rooms, etc.

3. Replace all switches/receptacles throughout interior/exterior. Code required receptacles/switches that are not currently GFCI protected outlets/switches, shall be replaced to meet current code. Provide and install all materials needed to change all breakers to GFCI/AFCI, breakers per code.
4. Replace all interior/exterior light fixtures.
5. Kitchen/laundry light: Good Earth Model#FP1247-AL5-48LFC-G
6. BR/LR/DR: Harbor Breeze Model#RLG52NWZ5L
7. Hall light: Project Source Model#MXL1140-L12K9027W
8. Exterior light: Project Source Model 5290101012
9. Bathrooms: Comparable to existing.

10. Exterior:

11. Install new exterior GFCI outlet at condenser location, front and rear (if not installed). Install new weatherproof in-use boxes and receptacles.

12. Smoke/CO Alarms:

13. Remove and properly dispose of all old smoke alarms and mounting plates throughout the home.
14. Provide and install new CO/smoke combo alarms, throughout home. Minimum, one smoke alarm in each sleeping space and one combo CO/smoke alarm in each common-area immediately adjacent to sleeping space(s), must have 10-year non-serviceable battery.
15. Existing locations where smoke alarms were previously located should be used, if possible, otherwise the old locations must be repaired and painted to "best match" of surrounding walls, texture and color.
16. Any devices requiring new wiring circuits/switches shall be included in the total price.
17. Any sub panels not needed can be removed.
18. Install necessary electrical wiring/circuits for HVAC system (air handler and/or condenser).
19. Install necessary electrical wiring/circuits for water heater system.
20. Install necessary electrical receptacle/wiring/circuits for electric range.
21. Install code required kitchen receptacles.
22. Kitchen countertops shall have no less than 4 receptacles.
23. Contractor may be required to coordinate with other contractors during repairs.

Item 5 – Water heater

1. Drain, remove, and properly dispose of old water heater.
2. Remove and dispose of old cold-water valve and associated piping.
3. Provide and install all materials needed to properly reconstruct hot and cold-water supplies to and from the new water heater to all necessary connections (Laundry, bathroom, kitchen, etc.)
4. Provide and install new ¼-turn, brass ball valve at hot and cold-water lines, per code. Provide all other

pipes, fittings and materials needed to properly complete the installation of the new water heater to all hot and cold water supplies to and from the new water heater to all necessary connections (Laundry, bathroom, kitchen, etc.)

5. Provide and install new 50 gallon, dual element 5500/5500-Watt, standard electric water heater, with minimum 9-year warranty, per code. Suggested model Rheem Model#XE50M09CG55U0, Equal/Better. Installation shall include thermal expansion tank, water heater blanket and insulation for hot/cold water lines.
6. Provide and install new pan and drain.
7. Secure water heater per code.
8. Contractor shall provide any electrical connections, if required, to water heater as/per code with properly sized circuit breaker, to ensure safe operation of water heater.
9. Ensure all equipment has been properly registered and that all warranty registrations, paperwork, or documents have been filled out and provided to the owner. Provide copy of same information (not including full operator's manual(s)) to Owner at Final Inspection.
10. Contractor shall follow best practices when working with asbestos and/or lead on Rehab projects

Item 6 – Exterior doors

1. Replace back exterior door trim (brickmold weather resistant)
2. Patch/repair damaged surrounding wall area.
3. Provide and install door viewer, Model DS238, OR equivalent, into each entry door, at a height agreed to by owner. Color shall match door hardware.
4. Provide and install matching Lever-Style, Kwikset "SmartKey" Entry Locksets with deadbolts, keyed alike, (key to owner keys) to front and back door. Provide "re-keying tool" and instructions to owner at Final Inspection. Finish color of lock hardware, hinges, and thresholds shall be selected by owner following full execution of this Agreement.
5. Install storm door on front door Larson Model#59018032 to include all hardware and bottom door sweep.

Item 7 – Kitchen Cabinets

1. Remove and dispose of all existing kitchen cabinets, backsplashes, countertops.
2. Provide and install prefabricated cabinets with hardwood facings. Layout should match existing base and wall cabinets. Include ADA compliant door and drawer hardware ($3-$5 min. price range each). Provide 2 extra pieces of hardware.
3. Provide and install new microwave range hood(Frigidaire Model#FMOS184LBF).
4. Provide and install Formica countertops with 4-inch backsplash, color will be selected by homeowner.
5. Install new 8" stainless steel double bowl sink with single lever Delta faucet with sprayer, includes all related plumbing, water supplies and shut off valves.
6. Repair/remove surrounding drywall as needed and install new drywall as needed. Match texture.
7. Provide and apply 2 or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, equal or better.
8. Appliance colors shall be picked by Owner.

Item 8 – Interior Repairs

1. Replace 1 interior BR door slab with 6 panel matching slab.
2. Provide and apply 2 or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, equal or better.
3. Install 2 new lever door handle Kwikset Model #300DL equal/better.
4. Install door stops behind all interior doors Reliabuilt Model#20940BBXLG.
5. Install off-set hinges on bathroom doors.

Item 9 –Interior painting

1. Provide and apply "Kilz" (equal or better) stain resistant primer to all walls/ceilings and new and/or unpainted drywall as needed throughout.
2. Paint kitchen and laundry room.
3. Provide and apply 2 or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, equal or better.
4. Ceilings shall be painted flat, walls/doors/trim to be painted semi-gloss.

Item 10 –Appliances

1. Install Frigidaire dishwasher Model#FDPC4221AS
2. Install Frigidaire range Model#FCRE3052BB

Item 11 –Flooring-Laundry Room

1. Prep floors so that it is clean, dry and level. If necessary, install 1/2" plywood throughout to make a smooth surface. Provide and install new Waterproof Vinyl Plank (minimum price $3/s.f.) flooring throughout bathroom and home. Floors shall be installed according to manufacturers' specifications.
2. Provide and install proper transitions where needed.
3. Provide and install new base molding and/or shoe molding around full perimeter of flooring.
4. Repair ceramic tile floor in kitchen. Match as close as possible or color coordinate.
5. Flooring shall be installed as per manufacturer specifications.

Item 12 –Windows

1. Contractor shall follow best practices when asbestos and/or lead are present in affected areas as per lead/asbestos reports.
2. Remove and properly dispose of 3 windows (kitchen, 2 BRs).
3. Provide new, install and seal (Sashco – Big Stretch Elastomeric Caulk or Equal) new, ENERGY Star Certified (for Florida), vinyl or fiberglass, single-hung, (match existing) windows shall be insulated, Low-E, argon filled windows w/screens in all window locations on the home, size-to-match, except where the code requires something different.
4. Ensure units are properly fastened and completely sealed around frames per code.

5. Window color shall be white unless owner directs something different.
6. Provide and install new trim to the interior and if necessary, to the exterior (stucco patch, rot-proof trim, etc.), around window openings, as needed, to Ensure a clean and complete, "Like-New" (Matching) finished appearance.
7. If an electrical outlet is in such a location as to be affected by this requirement, it is the responsibility of the contractor to make necessary accommodations to properly relocate the outlet per code.
8. Repair openings (interior and exterior), sills (sills should match existing) when damaged or if/when opening must be modified for egress. If sills are missing, then install marble sills. Opening shall be "like new" upon completion. Egress requirements are the responsibility of the Contractor.
9. Replace shutters if installed, sized for new windows as needed.
10. Paint (2 coats plus primer) any new exposed material to match surrounding area. Use Sherwin-Williams "SuperPaint Exterior Acrylic Latex" (or equal/better per data sheet).

Item P – Permits

This amount of $300.00 is the estimated permit cost/allowance for this project.

At project closeout and before final payment, Contractor shall submit to Owner, a 3-ring binder to include:

Prime Contractor's information w/warranty

Sub-contractor information

Appliance warranties

Registered roof warranty and claim information

All owner manuals/instructions

Provide a list of the manufacturer, type, sheen/finish and color of all coatings used and the respective locations where they were applied, to the owner

Color choices (**all color/product choices and/or changes to previously agreed upon choices shall be done in writing**)

Also, to City Project Manager:

Final Payment Affidavit

Attic insulation certificate

Owner's final acceptance of the work

Material and/or Contractor lien releases

DKE ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

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•www.dk-environmental.com

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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



2015 NW 1st Street
Ocala, FL 34475

PERFORMED ON:

February 25, 2025

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
196473

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Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

I. INTRODUCTION

Property Address: 2015 NW 1st Street
Ocala, FL 34475

Property Owner: Joyce Johnson

Survey Performed For: City of Ocala, Community Development Services
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

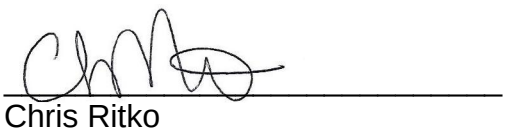
Date of On-Site Survey: February 25, 2025

Date of Report: March 03, 2025

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned renovation. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.



Chris Ritko
Asbestos Building Inspector
196473

II. SURVEY SUMMARY

On February 25, 2025 an Asbestos Survey was performed at 2015 NW 1st Street, Ocala, FL 34475. The property is a single-family detached dwelling. It is approximately 1,150 square feet and was constructed in 1995.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned renovation. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Supbart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
2015-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
2015-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
2015-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
2015-2-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2015-2-1	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2015-2-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2015-3-1	Foil/Silver	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-1	Adhesive/White	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-1	Foil/Silver	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-1	Adhesive/Yellow	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-2	Coating/White	Intact	No	None Detected	Typical Interior HVAC	NA

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
2015-3-2	Adhesive/Off-White	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-2	Foil/Silver	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-3	Foil/Silver	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-3	Adhesive/White	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-3	Foil/Silver	Intact	No	None Detected	Typical Interior HVAC	NA
2015-3-3	Adhesive/Yellow	Intact	No	None Detected	Typical Interior HVAC	NA
2015-4-1	Rolled Flooring/Brown	Intact	No	None Detected	Interior Laundry Room	NA
2015-4-2	Rolled Flooring/Brown	Intact	No	None Detected	Interior Laundry Room	NA
2015-4-2	Mastic/Brown	Intact	No	None Detected	Interior Laundry Room	NA
2015-5-1	Rolled Flooring/Brown	Intact	No	None Detected	Interior Kitchen	NA
2015-5-1	Mastic/Tan	Intact	No	None Detected	Interior Kitchen	NA
2015-5-2	Rolled Flooring/Brown	Intact	No	None Detected	Interior Kitchen	NA
2015-5-2	Mastic/Tan	Intact	No	None Detected	Interior Kitchen	NA
2015-6-1	12”x12” Floor Tile/Gray	Intact	No	None Detected	Typical Interior	NA
2015-6-1	Adhesive/Clear	Intact	No	None Detected	Typical Interior	NA
2015-6-2	12”x12” Floor Tile/Gray	Intact	No	None Detected	Typical Interior	NA
2015-6-2	Adhesive/Clear	Intact	No	None Detected	Typical Interior	NA
2015-7-1	12”x12” Floor Tile/Brown	Intact	No	None Detected	Typical Interior	NA

Bulk Collection and Sample Analysis Results						
Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
2015-7-1	Adhesive/Yellow/Clear	Intact	No	None Detected	Typical Interior	NA
2015-7-2	12”x12” Floor Tile/Brown	Intact	No	None Detected	Typical Interior	NA
2015-7-2	Adhesive/Yellow/White	Intact	No	None Detected	Typical Interior	NA
2015-8-1	Surfacing/Texture/ Joint Compound	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2015-8-2	Surfacing/Texture/ Joint Compound	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2015-8-3	Surfacing/Texture/ Joint Compound	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA

VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor

- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control

Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

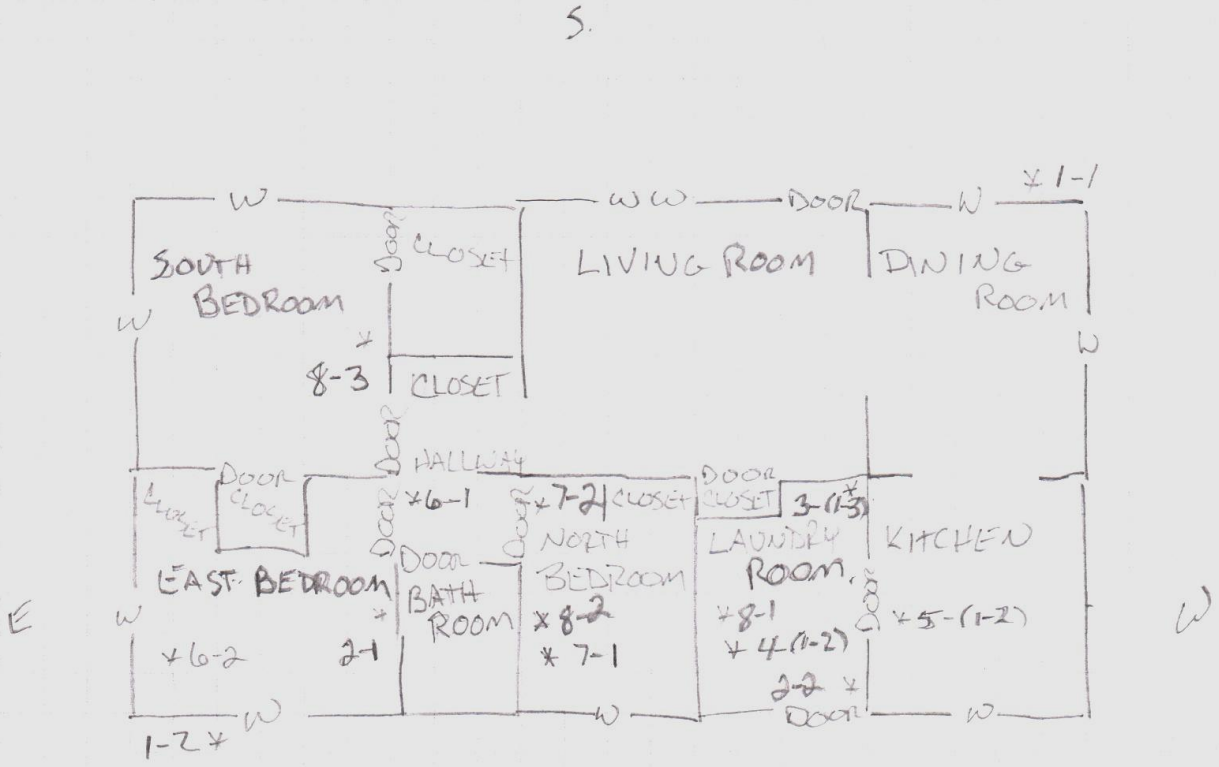
If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

VII. SAMPLING LOCATIONS FLOOR PLAN

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



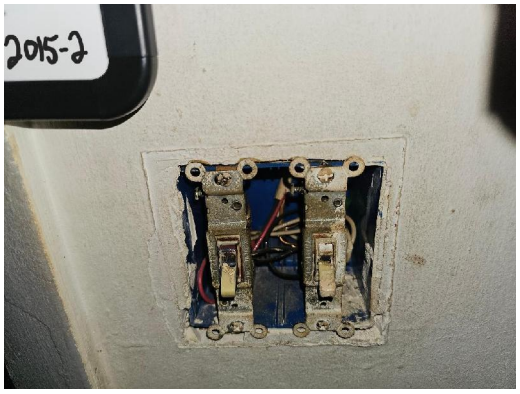
Case #_____

Address 2015 NW 15th St
Ocala, FL 34475

VIII. SAMPLING PHOTOGRAPHS



2015-1
Asphalt Shingle/Tar
Typical Exterior Roof



2015-2
Joint Compound/Drywall
Typical Interior Walls/Ceilings



2015-3
Duct Mastic
Typical Interior HVAC



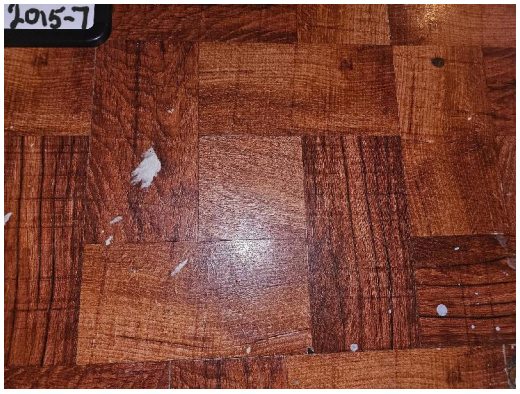
2015-4
Rolled Flooring/Mastic
Interior Laundry Room



2015-5
Rolled Flooring/Mastic
Interior Kitchen



2015-6
12”x12” Floor Tile/Adhesive
Typical Interior



2015-7
12”x12” Floor Tile/Adhesive
Typical Interior



2015-8
Surfacing Texture
Typical Interior Walls/Ceilings

IX. LICENSING



Asbestos Consulting & Training Systems

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL 34787

Processed By:

Seagull

To Authenticate Certificate

www.seagultraining.com

1-800-966-9933

has successfully completed an English

Asbestos Building Inspection Refresher

9-Sep-24 TO 9-Sep-24

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273

NDAAC Provider #451 Trainer(s): Alberto Ania

Training Address: 4241 Baymeadows Rd Ste1. Jacksonville, FL, 32217

Successful course completion based on exam score on: 09/09/24

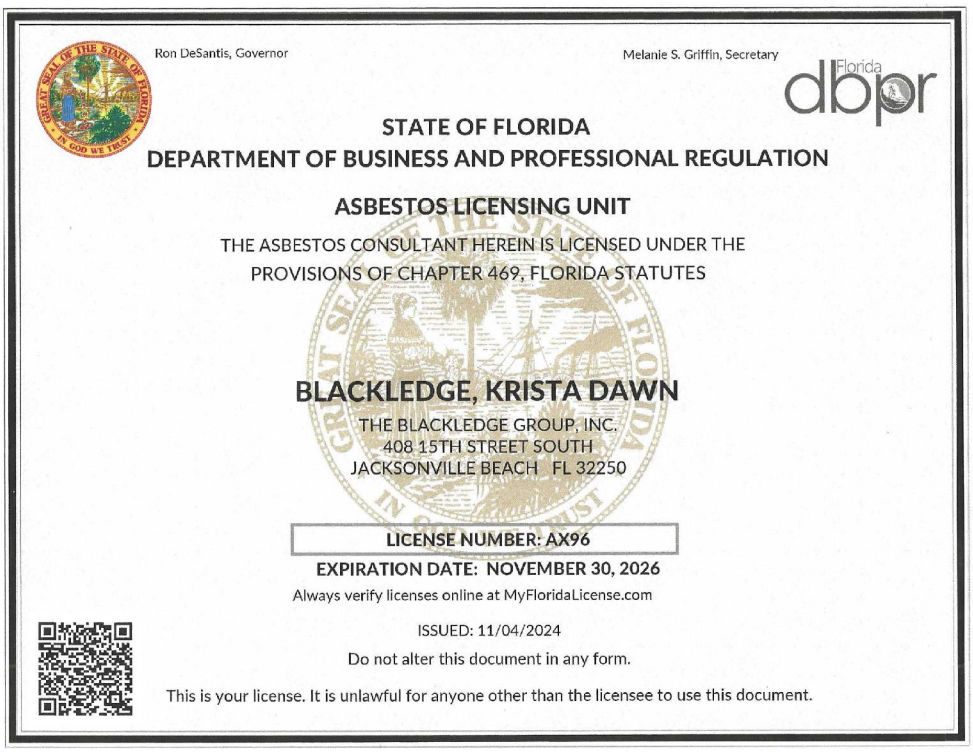
James F. Stump, Course Sponsor

This Certificate Expires:

9-Sep-25 09/09/25

Certificate Number: 196473

Course Number: JE2438



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.
408 15TH STREET SOUTH
JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year.
Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Non-friable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

March 3, 2025

City of Ocala
Community Development Services
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

RE: Demolition Asbestos Survey
Single-Family Detached Dwelling
2015 NW 1st Street
Ocala, FL 34475

Dear Client:

Pursuant to your request, a demolition Asbestos Survey was performed at the referenced property. The survey was performed to visually identify homogenous areas that need to have bulk samples collected for laboratory analysis in order to determine the presence of Asbestos-Containing Building Materials within the structure. The scope of work for this survey included sampling and analysis of suspect building materials. On February 25, 2025, a limited Asbestos Survey was performed at 2015 NW 1st Street, Ocala, Florida. The property consists of an approximate 1,150 square-foot single-family detached dwelling constructed in 1995. The structure is scheduled for renovation.

Eighteen (18) samples of suspect materials were collected and submitted to Hayes Microbial Consulting (Hayes), an American Industrial Hygiene Association (AIHA)-accredited laboratory in, Midlothian, VA, for laboratory analysis. Due to the presence of additional layers in the collected samples, 35 samples were identified and analyzed by the laboratory. All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Materials must contain greater than 1% asbestos to be regulated.

Analytical results revealed that none of the homogeneous areas sampled contained asbestos in concentrations >1% by PLM analysis.

In accordance with the OSHA Asbestos Standard for the Construction Industry (29 CFR 1926.1101), demolition of a building with ACM left in place falls under the definition of removal of installed ACM. The removal of installed ACM is either Class I or Class II asbestos work, and all applicable requirements of this standard apply. Whether such demolition is Class I asbestos work or Class II asbestos work is determined by the type of ACM left in place. If any asbestos-containing thermal system insulation or surfacing material is left installed in the building, then the work being performed is Class I asbestos work. If the ACM left installed in the building does not include any thermal system insulation or surfacing material, then the work being performed is Class II asbestos work.

Suspect ACMs encountered during renovation/demolition activities that are not identified in this survey should be assumed to contain asbestos or be sampled by an AHERA-certified inspector and analyzed by an accredited laboratory.

Sincerely,



K. Dawn Blackledge, P.G., LAC
Senior Project Engineer
Licensed Asbestos Consultant AX96
Asbestos Consulting License #ZA539

HAYES MICROBIAL CONSULTING

Contract# CDS/260655

#25008771

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: **(814) 243-1927**

2015 NW 1st St.
Ocala, FL 34475

Collected: **February 25, 2025**
Received: **February 27, 2025**
Reported: **February 28, 2025**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 18 samples by UPS in good condition for this project on February 27th, 2025.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.

EPA Laboratory ID: VA01419

DPH License: #PH-0198

Debra Koontz
DK Environmental & Construction Services, Inc.
8786 Sonoma Crest Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report

2015 NW 1st St.
Ocala, FL 34475

#25008771

Contract# CDS/260655

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	2015-1-1 - Roof Shingle / Tar Typ Exterior	Heterogenous / Shingle / Black	95%	5% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
2	2015-1-2 - Roof Shingle / Tar Typ Exterior	Heterogenous / Shingle / Black	95%	5% Fiberglass	**None Detected**
3	2015-2-1 - Drywall / Joint Compound / Walls, Ceilings / Typ Exterior	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White/Brown	94%	6% Cellulose Fibers	**None Detected**
4	2015-2-2 - Drywall / Joint Compound / Walls, Ceilings / Typ Exterior	Homogenous / Joint Compound / White	100%		**None Detected**
5	2015-3-1 - Duct Mastic / Typ Interior	Homogenous / Foil / Silver	100%		**None Detected**
		Homogenous / Adhesive / White	100%		**None Detected**
		Homogenous / Foil / Silver	100%		**None Detected**
		Homogenous / Adhesive / Yellow	100%		**None Detected**

Collected: **Feb 25, 2025** Received: **Feb 27, 2025** Reported: **Feb 28, 2025**

HAYES MICROBIAL CONSULTING

Project Analyst: Emily Cassady, Emily Cassady Date: **02 - 27 - 2025**

Reviewed By: Brian Keith, Date: **02 - 28 - 2025**

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Debra Koontz
DK Environmental & Construction Services, Inc.
8786 Sonoma Crest Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report

2015 NW 1st St.
Ocala, FL 34475

#25008771

Contract# CDS/260655

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
6	2015-3-2 - Duct Mastic / Typ Interior	Homogenous / Coating / White	100%		**None Detected**
		Homogenous / Adhesive / Off-White	100%		**None Detected**
		Homogenous / Foil / Silver	100%		**None Detected**
7	2015-3-3 - Duct Mastic / Typ Interior	Homogenous / Foil / Silver	100%		**None Detected**
		Homogenous / Adhesive / White	100%		**None Detected**
		Homogenous / Foil / Silver	100%		**None Detected**
		Homogenous / Adhesive / Yellow	100%		**None Detected**
8	2015-4-1 - Rolled Flooring / Mastic / Laundry Room / Interior **Lab Note:** Mastic Not Observed	Heterogenous / Vinyl Flooring / Brown	100%		**None Detected**
9	2015-4-2 - Rolled Flooring / Mastic / Laundry Room / Interior	Heterogenous / Vinyl Flooring / Brown	100%		**None Detected**
		Homogenous / Mastic / Brown	100%		**None Detected**

Collected: **Feb 25, 2025** Received: **Feb 27, 2025** Reported: **Feb 28, 2025**

HAYES MICROBIAL CONSULTING

Project Analyst: Emily Cassady, Emily Cassady Date: **02 - 27 - 2025**

Reviewed By: Brian Keith, Date: **02 - 28 - 2025**

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Debra Koontz
DK Environmental & Construction Services, Inc.
8786 Sonoma Crest Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report

2015 NW 1st St.
Ocala, FL 34475

#25008771

Contract# CDS/260655

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
10	2015-5-1 - Rolled Flooring / Mastic / Kitchen / Interior	Heterogenous / Vinyl Flooring / Brown	100%		**None Detected**
		Homogenous / Mastic / Tan	100%		**None Detected**
11	2015-5-2 - Rolled Flooring / Mastic / Kitchen / Interior	Heterogenous / Vinyl Flooring / Brown	100%		**None Detected**
		Homogenous / Mastic / Tan	100%		**None Detected**
12	2015-6-1 - 12"x12" Floor Tile / Mastic / Grey / Interior	Heterogenous / Vinyl Tile / Gray	100%		**None Detected**
		Homogenous / Adhesive / Clear	100%		**None Detected**
13	2015-6-2 - 12"x12" Floor Tile / Mastic / Grey / Interior	Heterogenous / Vinyl Tile / Gray	100%		**None Detected**
		Homogenous / Adhesive / Clear	100%		**None Detected**
14	2015-7-1 - 12"x12" Floor Tile / Mastic / Brown / Interior	Heterogenous / Vinyl Tile / Brown	100%		**None Detected**
		Homogenous / Adhesive / Yellow/Clear	100%		**None Detected**

Debra Koontz
DK Environmental & Construction Services, Inc.
8786 Sonoma Crest Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report

2015 NW 1st St.
Ocala, FL 34475

#25008771

Contract# CDS/260655

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
15	2015-7-2 - 12"x12" Floor Tile / Mastic / Brown / Interior	Heterogenous / Vinyl Tile / Brown	100%		**None Detected**
		Homogenous / Adhesive / Yellow/White	100%		**None Detected**
16	2015-8-1 - Surfacing Material / Walls, Ceilings / Interior	Homogenous / Joint Compound / White	100%		**None Detected**
17	2015-8-2 - Surfacing Material / Walls, Ceilings / Interior	Homogenous / Joint Compound / White	100%		**None Detected**
18	2015-8-3 - Surfacing Material / Walls, Ceilings / Interior	Homogenous / Joint Compound / White	100%		**None Detected**

Debra Koontz
DK Environmental & Construction Services, Inc.
8786 Sonoma Crest Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Survey Report

2015 NW 1st St.
Ocala, FL 34475

#25008771

Contract# CDS/260655

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572
814-243-1927
dkenvironmental@yahoo.com

Chain of Cust

N

SHIP: UPS - SD
DATE: 02-27-2025

1096 8503 8748 3947

25008771

Job Number:	Job Name: 2015 NW 1st ST Ocala, FL, 34475	Collector: Chris Ritko	Email: dkenvironmental@yahoo.com
Date Collected: 2-25-25		Notes: * STOP AT 1ST POSITIVE*	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
2015-1-(1-2)	Roof Shingle / Tar / Typ Exterior	PLM		1 DAY	
2015-2-(1-2)	Drywall / Joint Compound / walls, ceilings / Typ Interior	↓		↓	
2015-3-(1-3)	Duct Mastic / Typ Interior				
2015-4-(1-2)	Rolled Flooring / Mastic / Laundry Room / Interior				90 ft²
2015-5-(1-2)	Rolled Flooring / Mastic / Kitchen / Interior				80 ft²
2015-6-(1-2)	12"x12" Floor Tile / Mastic / Gray / Interior				120 ft²
2015-7-(1-2)	12"x12" Floor Tile / Mastic / Brown / Interior				120 ft²
2015-8-(1-3)	Surfacing Material / walls, ceilings / Interior				

18

Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 2-25-25	Rcvd By: MD	Date: 2/27/25	Time:

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Residential Rehabilitation - Johnson**
ProRFx ID: **ITB05122600000080**
Notifications Sent: 16397
Bids: 5

Solicitation: **ITB# CDS/260655**
Buyer: Louis Joseph
Buyer Email: ljoseph@ocalafl.gov
Buyer Phone: 352-629-8260

5/28/2026 **Notice of Intent to Award** to **The Ford Design Group, LLC.** pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
The Ford Design Group, LLC	Orlando, FL	**$ 52,000.00**
DMS Contractors, LLC	Dania Beach, FL	$ 58,764.00
Universal Contracting Services	Tampa, FL	$ 58,995.00
Next Dimension Construction, Inc	Summerfield, FL	$ 68,657.00
Ulloa Management Group, LLC	Saint Augustine, FL	$ 86,638.00

Item	Description	Qty	UOM	Unit Price	Total
1	**Plumbing**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 4,500.00	$ 4,500.00
	DMS Contractors, LLC	1	LS	$ 2,340.00	$ 2,340.00
	Universal Contracting Services	1	LS	$ 3,500.00	$ 3,500.00
	Next Dimension Construction, Inc	1	LS	$ 9,250.00	$ 9,250.00
	Ulloa Management Group, LLC	1	LS	$ 1,788.00	$ 1,788.00

Item	Description	Qty	UOM	Unit Price	Total
2	**Hall Bath**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 3,800.00	$ 3,800.00
	DMS Contractors, LLC	1	LS	$ 2,890.00	$ 2,890.00
	Universal Contracting Services	1	LS	$ 4,150.00	$ 4,150.00
	Next Dimension Construction, Inc	1	LS	$ 2,750.00	$ 2,750.00
	Ulloa Management Group, LLC	1	LS	$ 2,273.00	$ 2,273.00

Item	Description	Qty	UOM	Unit Price	Total
3	**HVAC**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 8,100.00	$ 8,100.00
	DMS Contractors, LLC	1	LS	$ 8,450.00	$ 8,450.00
	Universal Contracting Services	1	LS	$ 10,776.00	$ 10,776.00
	Next Dimension Construction, Inc	1	LS	$ 19,750.00	$ 19,750.00
	Ulloa Management Group, LLC	1	LS	$ 24,295.00	$ 24,295.00

Item	Description	Qty	UOM	Unit Price	Total
4	**Electrical**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 6,500.00	$ 6,500.00
	DMS Contractors, LLC	1	LS	$ 15,400.00	$ 15,400.00
	Universal Contracting Services	1	LS	$ 5,900.00	$ 5,900.00
	Next Dimension Construction, Inc	1	LS	$ 9,125.00	$ 9,125.00
	Ulloa Management Group, LLC	1	LS	$ 7,432.00	$ 7,432.00

Item	Description	Qty	UOM	Unit Price	Total
5	**Water Heater**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 2,800.00	$ 2,800.00
	DMS Contractors, LLC	1	LS	$ 3,840.00	$ 3,840.00
	Universal Contracting Services	1	LS	$ 2,459.00	$ 2,459.00
	Next Dimension Construction, Inc	1	LS	$ 1,450.00	$ 1,450.00
	Ulloa Management Group, LLC	1	LS	$ 3,060.00	$ 3,060.00

Item	Description	Qty	UOM	Unit Price	Total
6	**Exterior Doors**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 1,700.00	$ 1,700.00
	DMS Contractors, LLC	1	LS	$ 2,310.00	$ 2,310.00
	Universal Contracting Services	1	LS	$ 2,500.00	$ 2,500.00
	Next Dimension Construction, Inc	1	LS	$ 3,350.00	$ 3,350.00
	Ulloa Management Group, LLC	1	LS	$ 2,079.00	$ 2,079.00

Item	Description	Qty	UOM	Unit Price	Total
7	**Kitchen Cabinets**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 7,800.00	$ 7,800.00
	DMS Contractors, LLC	1	LS	$ 10,144.00	$ 10,144.00
	Universal Contracting Services	1	LS	$ 14,580.00	$ 14,580.00
	Next Dimension Construction, Inc	1	LS	$ 5,250.00	$ 5,250.00
	Ulloa Management Group, LLC	1	LS	$ 11,813.00	$ 11,813.00

Item	Description	Qty	UOM	Unit Price	Total
8	**Interior Repairs**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 5,500.00	$ 5,500.00
	DMS Contractors, LLC	1	LS	$ 2,470.00	$ 2,470.00
	Universal Contracting Services	1	LS	$ 1,900.00	$ 1,900.00
	Next Dimension Construction, Inc	1	LS	$ 3,890.00	$ 3,890.00
	Ulloa Management Group, LLC	1	LS	$ 2,219.00	$ 2,219.00

Item	Description	Qty	UOM	Unit Price	Total
9	**Interior Painting**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 2,800.00	$ 2,800.00
	DMS Contractors, LLC	1	LS	$ 3,042.00	$ 3,042.00
	Universal Contracting Services	1	LS	$ 2,455.00	$ 2,455.00
	Next Dimension Construction, Inc	1	LS	$ 4,687.00	$ 4,687.00
	Ulloa Management Group, LLC	1	LS	$ 14,592.00	$ 14,592.00

Item	Description	Qty	UOM	Unit Price	Total
10	**Appliances**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 1,500.00	$ 1,500.00
	DMS Contractors, LLC	1	LS	$ 1,970.00	$ 1,970.00
	Universal Contracting Services	1	LS	$ 2,850.00	$ 2,850.00
	Next Dimension Construction, Inc	1	LS	$ 4,525.00	$ 4,525.00
	Ulloa Management Group, LLC	1	LS	$ 2,429.00	$ 2,429.00

Item	Description	Qty	UOM	Unit Price	Total
11	**Flooring Laundry Room**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 3,500.00	$ 3,500.00
	DMS Contractors, LLC	1	LS	$ 2,080.00	$ 2,080.00
	Universal Contracting Services	1	LS	$ 1,775.00	$ 1,775.00
	Next Dimension Construction, Inc	1	LS	$ 1,650.00	$ 1,650.00
	Ulloa Management Group, LLC	1	LS	$ 8,238.00	$ 8,238.00

Item	Description	Qty	UOM	Unit Price	Total
12	**Windows**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 3,200.00	$ 3,200.00
	DMS Contractors, LLC	1	LS	$ 3,528.00	$ 3,528.00
	Universal Contracting Services	1	LS	$ 5,850.00	$ 5,850.00
	Next Dimension Construction, Inc	1	LS	$ 2,680.00	$ 2,680.00
	Ulloa Management Group, LLC	1	LS	$ 6,120.00	$ 6,120.00

Item	Description	Qty	UOM	Unit Price	Total
13	**Permit**	**1**	**LS**		
	The Ford Design Group, LLC	1	LS	$ 300.00	$ 300.00
	DMS Contractors, LLC	1	LS	$ 300.00	$ 300.00
	Universal Contracting Services	1	LS	$ 300.00	$ 300.00
	Next Dimension Construction, Inc	1	LS	$ 300.00	$ 300.00
	Ulloa Management Group, LLC	1	LS	$ 300.00	$ 300.00

File #: 2026-1645 Agenda Item #: 6g.

Submitted By: Karen Cupp

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
TBMI Commercial Outparcel Development Conceptual Subdivision

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The proposed project is a commercial subdivision comprising seven lots and two tracts totaling 35.01 acres.

The developer is TBMI II, LLC.

Kimley-Horn and Associates prepared the plan.

The property is zoned Planned Development (PD).

Key Points:

- A traffic study has been approved for this development.
- Access to the adjacent publicly maintained roadways was established under the PD plan approved for this development.
- The plan proposes a 50-foot-wide, future cross-access and utility easement, which will provide access to lots three, four, five, and six. If any of these lots are developed separately from the others, construction of the cross-access road will be required in accordance with the subdivision improvement plan.
- A 50-foot right-of-way is proposed for access to lots one and two and will be constructed with the subdivision improvements.
- The proposed road, potable water, gravity sewer, and drainage system will be privately maintained by

the association established for the development.

- The lift station and force main are proposed for public maintenance.

Updated Conceptual Subdivision Plan:

- After the Planning and Zoning Commission hearing, staff worked with the applicant to include a note on the attached "Updated Sheet CS02: Conceptual Subdivision Plan." Specifically, this note provides further clarification to ensure that no internal lot access directly to adjacent publicly maintained roadways is addressed through the Developer's Agreement.

FINDINGS AND CONCLUSIONS:

- The conceptual subdivision plan is designed in accordance with the approved PD Plan and Standards Book.

- Access to the individual lots will be from the internal road system. No lot within the subdivision will have direct access to the adjacent publicly maintained roadways (as further clarified in the updated Sheet CSO2).

- Site plans are required at the time of individual lot development.

- The future cross-access road will not be constructed if a single development is proposed for lots three through six.

- The conceptual subdivision plan (Case No. SUB25-0011) was recommended for approval by the Planning and Zoning Commission on June 8, 2026.

Staff recommends approval of the Conceptual Subdivision Plan, including the attached Updated Sheet CS02.

FISCAL IMPACT:
The City will assume maintenance responsibility of the force main and lift station following the standard maintenance period.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table

- Deny

May 21, 2026

Applicant: Kimley-Horn & Associates
Developer: TBMI II, LLC

RE: TBMI COMMERCIAL OUTPARCEL DEVELOPMENT (SUB25-0011)

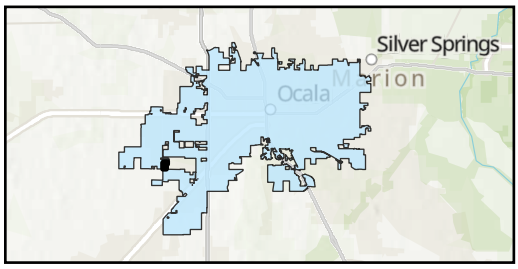
To Whom it May Concern:

The City Engineer's Office, in accordance with the completion of staff review, recommends approval of the conceptual subdivision plan consisting of seven lots and two tracts for commercial development on 35.01 acres subject to submittal of the developer's agreement, with the improvement plan submittal, to address construction and maintenance of the proposed improvements prior to submittal of the final plat application.

Sincerely,

Sean Lanier, PE, CFM,
City Engineer

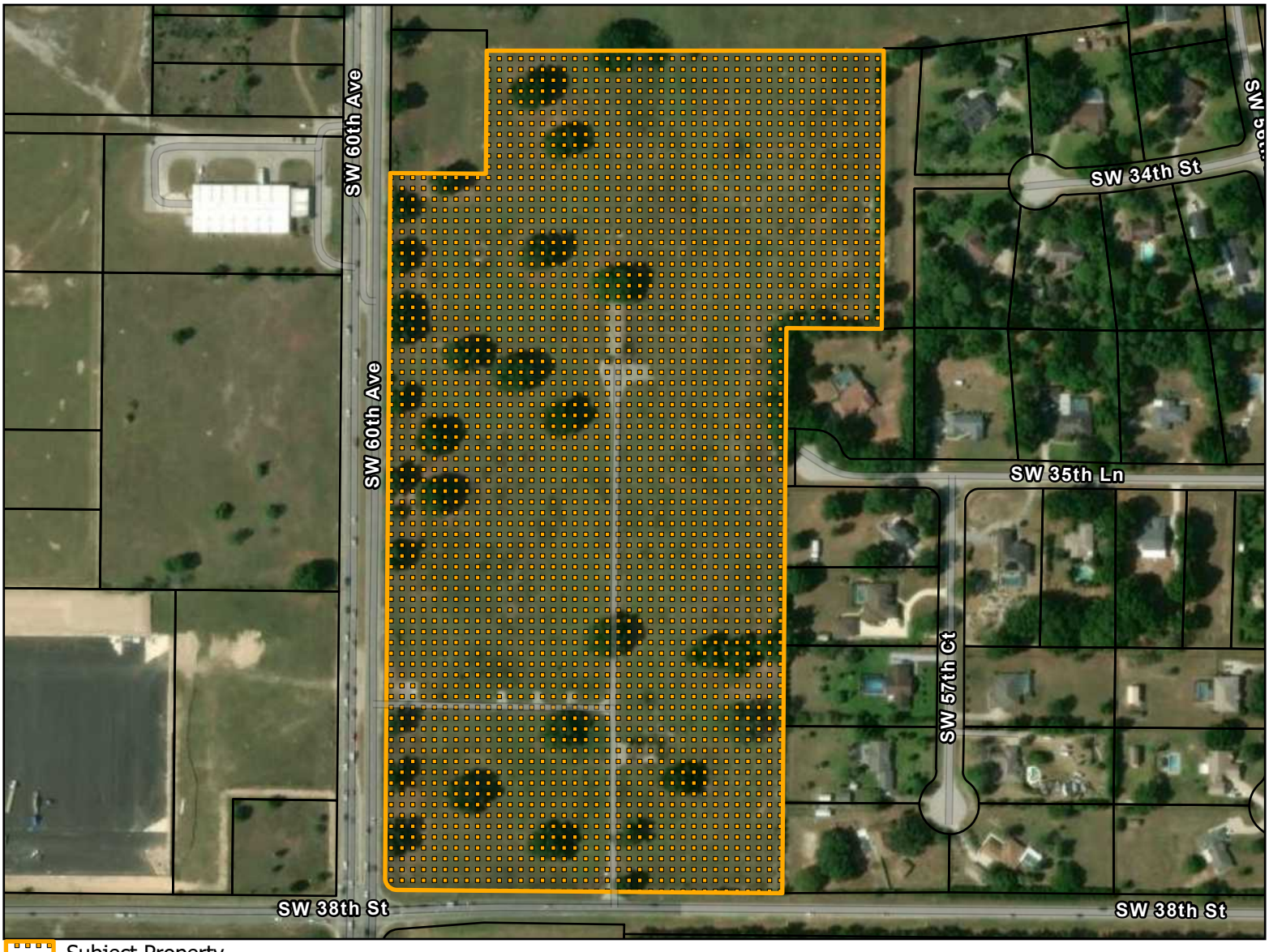
AERIAL MAP



Parcel: 23817-002-00

Property Size: Approximately 35 Acres
Land Use Designation: Low Intensity
Zoning: PD, Planned Development
Proposal: A developer's agreement for SUB25-0011

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Subject Property
Parcels

0 362.5 725 1,450 Feet

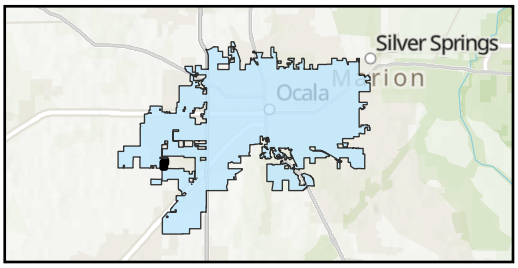
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OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dep 867 t by ekrepps on 5/21/2026

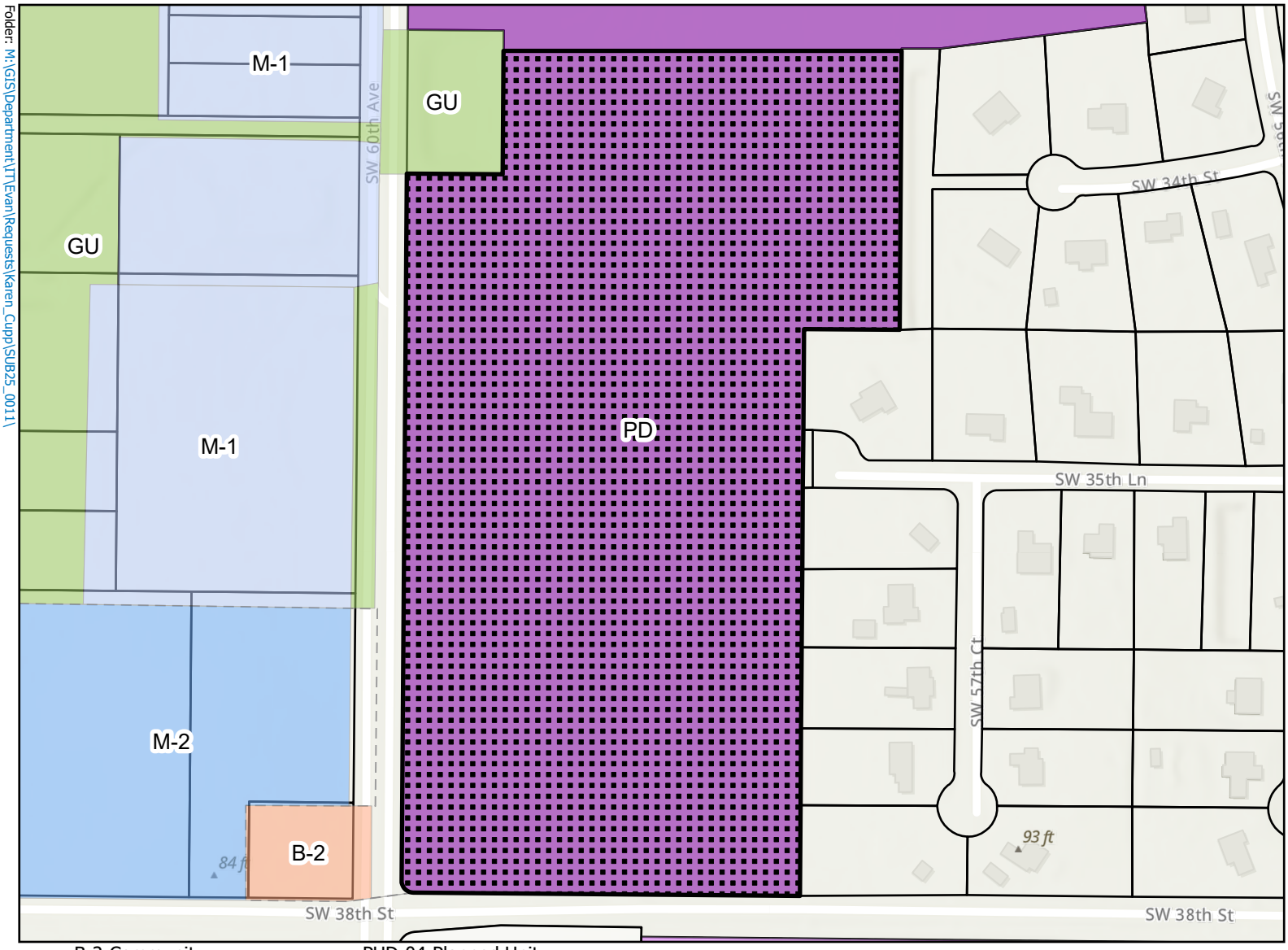
CASE MAP



Parcel: 23817-002-00

Property Size: Approximately 35 Acres
Land Use Designation: Low Intensity
Zoning: PD, Planned Development
Proposal: A developer's agreement for SUB25-0011

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- B-2:Community Business
- GU:Governmental Use
- M-1:Light Industrial
- M-2:Medium Industrial
- PUD-04:Planned Unit Development-4 Units
- Planned Development
- NO ZONING
- Parcels
- Subject Property

0 362.5 725 1,450 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dep t by ekrepps on 5/21/2026

CONCEPTUAL SUBDIVISION PLAN FOR

TBMI COMMERCIAL OUTPARCEL DEVELOPMENT

CITY OF OCALA, FLORIDA

A PORTION OF SECTION 28 , TOWNSHIP 15 SOUTH, RANGE 21 EAST

MAY 2026



GENERAL NOTES

PARCEL NUMBER:
23817-002-00

PROJECT AREA:
±35.01 ACRES

LAND USE:
LOW INTENSITY (LI)

PRESENT ZONING:
PLANNED DEVELOPMENT (PD)

ABUTTING ZONING:
NORTH – PLANNED DEVELOPMENT (PD – CITY OF OCALA)
SOUTH – ROW (SW 38TH ST.)
EAST – A-1 (MARION COUNTY)
WEST – ROW (SW 60TH AVE.)

NUMBER OF LOTS:
7

NUMBER OF TRACTS:
STORMWATER TRACT: 1
LIFT STATION TRACT: 1

WATER:
POTABLE WATER WILL BE PROVIDED BY CITY OF OCALA.

SEWER:
WASTEWATER WILL BE PROVIDED BY CITY OF OCALA.

GARBAGE:
SOLID WASTE WILL BE PROVIDED BY CITY OF OCALA.

ROADWAYS:
ALL PROPOSED ROADWAYS WILL BE PRIVATELY OWNED AND MAINTAINED.

EASEMENTS:
ALL EASEMENTS ARE DESIGNATED ON THE PLANS.

FUTURE CROSS ACCESS ROAD
FUTURE CROSS ACCESS ROAD SHALL BE CONSTRUCTED PER THE IMPROVEMENT PLANS AND DEDICATED AS RIGHT-OF-WAY SHOULD ANY OF LOTS 4, 5, OR 6 DEVELOPED SEPARATELY FROM THE OTHERS.

BUFFERS:
ALL BUFFERS WILL BE IN ACCORDANCE WITH THE SITE'S PD STANDARDS – APPROVED MARCH 21, 2023 UNDER RESOLUTIONS 2023-19 AND 2023-41.

TREE LOCATIONS:
EXISTING TREES ARE SHOWN ON THE SURVEY.

TREE PRESERVATION REQUIREMENTS:
EXISTING VIABLE SHADE TREES SHALL BE PRESERVED WITHIN EACH LOT AS REQUIRED IN SEC. 118-101.b OF THE CITY OF OCALA CODE OF ORDINANCES. IF THE REQUIRED NUMBER OF SHADE TREES CANNOT BE PRESERVED AT THE TIME OF A LOT'S DEVELOPMENT, THEN EACH DEVELOPER SHALL MITIGATE PER SEC. 118-101.b. TO PROVIDE THE REQUIRED REPLACEMENT INCHES OR MAKE A PAYMENT INTO THE CITY'S TREE MITIGATION FUND.

VERTICAL DATUM:
VERTICAL CONTROL FOR THIS CONCEPTUAL PLAN IS BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY JCH CONSULTING GROUP. REFER TO THE SURVEY FOR COMPLETE DATUM, CONTROL, AND BENCHMARK INFORMATION.

TRAFFIC:
THE PROPOSED DEVELOPMENT IS INCLUDED WITHIN A PREVIOUSLY APPROVED MARION COUNTY TRAFFIC STUDY (AR #30111 – "TBMI PD"). THE CITY OF OCALA HAS ALSO APPROVED A TRAFFIC IMPACT ANALYSIS FOR THIS PROJECT ON AUGUST 3, 2023. PLEASE REFER TO TIA22-44948 FOR THE APPROVED TRAFFIC IMPACT ANALYSIS.

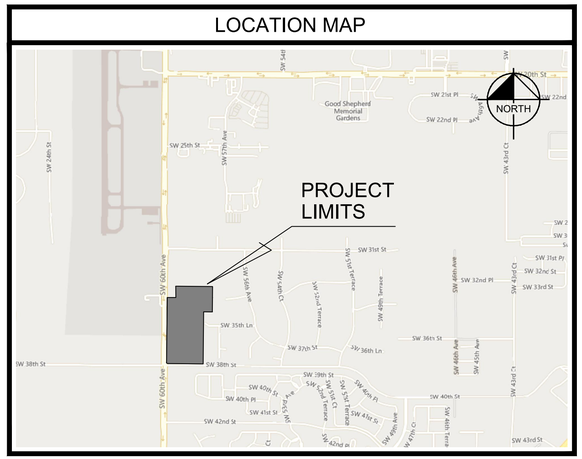
FEMA DESIGNATION:
PER FEMA FIRM PANELS 12083C0514E EFFECTIVE APRIL 19, 2017, THE ENTIRETY OF THE PROJECT AREA LIES IN FLOOD ZONE 'X', AN AREA OF MINIMAL FLOODING.

DRAINAGE SUMMARY:
THIS PROJECT SHALL UTILIZE ON-SITE WATER RETENTION AREAS SIZED TO MEET THE REGULATORY REQUIREMENTS OF THE CITY OF OCALA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT. LOTS 1 AND 2 WILL BE REQUIRED TO MAINTAIN ALL RUNOFF ON-SITE. TRACT 1 HAS BEEN DESIGNED TO ACCOMMODATE THE RUNOFF FROM LOTS 3-6 AND THE PROPOSED ROADWAY. ALL DRAINAGE AREAS WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

ADDITIONAL NOTES:

6. LOCAL STREETS WITHIN PROJECT WILL BE PRIVATELY OWNED AND MAINTAINED. ALL LOCAL STREETS TO BE DESIGNED AND CONSTRUCTED AT A LATER DATE.
7. IRRIGATION, BUFFERS AND LANDSCAPING WILL BE CONSTRUCTED WITH THE SITE IMPROVEMENTS.
8. DEVELOPMENT OF THE PROPERTY AS SHOWN ON THIS PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE APPROVED "TBMI II" PD PLAN (PD22-44929).
9. SOLID WASTE IMPACT FEE IS DUE FOR AND PAYABLE FOR EACH OUTPARCEL AT THE TIME OF DEVELOPMENT. THE COST WILL BE BASED ON FEE ESTABLISHED AT THE TIME.
10. PROPOSED FIRE MAINS AND FIRE HYDRANTS TO BE INSTALLED, COMPLETED, PRESSURE TESTED, RECEIVED FDEP LETTER OF CLEARANCE, ACCEPTABLY FLOW TESTED AND OTHERWISE SATISFACTORY TO BE PLACED IN SERVICE PRIOR TO VERTICAL BUILDING CONSTRUCTION WORK. EXCEPTION: FULLY-FUNCTIONAL EXISTING FIRE HYDRANTS WITHIN 400 FEET OF THE PROPOSED BUILDING OR APPROVAL BE THE OCALA FIRE/RESCUE DEPARTMENT FIRE MARSHAL. NFPA 1 6TH ED-18.5.3.

LOCATION MAP


PROJECT
LIMITS
NORTH
SW 44th
SW 24th St
SW 57th Ave
SW 60th Ave
SW 38th St
SW 31st St
SW 35th Ln
SW 37th St
SW 36th Ln
SW 40th Pl
SW 41st St
SW 42nd St
SW 42nd Pl
SW 43rd St
SW 43rd Ct
SW 44th Ave
SW 45th Ave
SW 46th Ave
SW 48th Terrace
SW 49th Terrace
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SW 1254th Terrace
SW 1255th Terrace
SW 1256th Terrace
SW 1257th Terrace
SW 1258th Terrace
SW 1259th Terrace
SW 1260th Terrace
SW 1261st Terrace
SW 1262nd Terrace
SW 1263rd Terrace
SW 1264th Terrace
SW 1265th Terrace
SW 1266th Terrace
SW 1267th Terrace
SW 1268th Terrace
SW 1269th Terrace
SW 1270th Terrace
SW 1271st Terrace
SW 1272nd Terrace
SW 1273rd Terrace
SW 1274th Terrace
SW 1275th Terrace
SW 1276th Terrace
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SW 1279th Terrace
SW 1280th Terrace
SW 1281st Terrace
SW 1282nd Terrace
SW 1283rd Terrace
SW 1284th Terrace
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SW 1286th Terrace
SW 1287th Terrace
SW 1288th Terrace
SW 1289th Terrace
SW 1290th Terrace
SW 1291st Terrace
SW 1292nd Terrace
SW 1293rd Terrace
SW 1294th Terrace
SW 1295th Terrace
SW 1296th Terrace
SW 1297th Terrace
SW 1298th Terrace
SW 1299th Terrace
SW 1300th Terrace
SW 1301st Terrace
SW 1302nd Terrace
SW 1303rd Terrace
SW 1304th Terrace
SW 1305th Terrace
SW 1306th Terrace

LEGEND

- APPROXIMATE LOCATION OF SOIL BORING
- FUTURE CROSS ACCESS ROAD

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	700.00'	367.98'	N14°30'22"W	363.75'	30°07'09"	188.35'
C2	750.00'	394.26'	N14°30'22"W	389.74'	30°07'09"	201.80'
C3	275.00'	115.63'	S11°32'53"E	114.78'	24°05'29"	58.68'
C4	225.00'	0.53'	N29°29'52"W	0.53'	0°08'10"	0.27'
C5	225.00'	117.52'	N14°27'58"W	116.19'	29°55'39"	60.14'
C6	8083.00'	58.99'	N87°42'31"E	58.99'	0°25'05"	29.49'
C7	8070.00'	321.03'	N89°24'54"E	321.01'	2°16'45"	160.54'

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

No.	REVISIONS	DATE	BY
	NOT FOR CONSTRUCTION		

EXISTING SIGNAL

PROPOSED DRIVEWAY CONNECTION (TYP.)

S.W. 60TH AVENUE

(100' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP RECORDED IN ROAD WAY BOOK 1, PAGE 45)

PARCEL: 23820-012-04
OWNER: PASITO INC
ZONING: B2
FLU: LOW INTENSITY

PARCEL: 23820-012-00
OWNER: OCALA AIRPORT LAND 2 LLC
ZONING: M2
FLU: LOW INTENSITY

PARCEL: 23820-005-03
OWNER: OCALA COMMONS LLC
ZONING: M1
FLU: LOW INTENSITY

PARCEL: 23820-006-00
OWNER: MCDONALD'S REAL ESTATE COMPANY
ZONING: M1
FLU: LOW INTENSITY

N0°29'51"E 228.88'

VARIES

10.0'

N0°29'51"E 179.38'

N0°29'51"E 50.00'

N89°29'51"E 200.00'

N0°29'51"E 165.00'

N89°29'51"E 165.00'

N0°29'51"E 165.00'

S0°29'51"W 50.00'

N89°29'51"E 262.66'

S00°29'51"W 1475.20' (F)

S00°00'08"E 1475.12' (D)

EAST RIGHT OF WAY OF S.W. 60TH AVENUE

EXISTING 40' ROW EASEMENT

S55°58'20"E 40.22'

FOUND 4"x4" CONCRETE MONUMENT (LS 1918)

FOUND 4"x4" CONCRETE MONUMENT (LS 1918)

N6°29'38"E 206.67'

LOT 1
± 2.43 ACRES

LOT 2
± 1.49 ACRES

LOT 3
± 1.47 ACRES

LOT 4
± 1.19 ACRES

LOT 5
± 1.19 ACRES

LOT 6
± 1.19 ACRES

LOT 7
± 22.37 ACRES

N89°45'59"W 404.68'

S89°30'09"E 316.17'

S89°30'09"E 345.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 265.00'

SW 38TH LANE

PROPOSED RIGHT-OF-WAY DEDICATION (WIDTH VARIES)

S77°26'40"E 52.06'

N29°33'57"W 67.17'

N29°33'57"W 95.47'

C1

C2

C3

C4

C5

C6

C7

SW 58TH TERRACE RD.

N0°33'12"E 15.07'

N0°33'12"E 13.82'

PROPOSED ROADWAY (TO BE PERMITTED AND CONSTRUCTED AT A FUTURE DATE) ±0.93 ACRES

PARCEL ID: 23817-002-00

N0°29'52"E 87.75'

N0°29'51"E 165.00'

N0°29'51"E 165.00'

N0°29'51"E 165.00'

PROPOSED 50'-WIDE ACCESS AND UTILITY EASEMENT (TYP.)

FUTURE CROSS ACCESS ROAD SHALL BE CONSTRUCTED PER THE IMPROVEMENT PLANS AND DEDICATED AS RIGHT-OF-WAY SHOULD ANY OF LOTS 4, 5, OR 6 DEVELOPED SEPARATELY FROM THE OTHERS

PROPOSED 50'-WIDE ACCESS AND UTILITY EASEMENT (TYP.)

TRACT 1
(STORMWATER)
± 1.96 ACRES

TRACT 2
(LIFT STATION)
±.06 ACRES

POINT OF BEGINNING PARCEL 1

SOUTHWEST CORNER OF WATER RETENTION AREA

SOUTHEAST CORNER OF WATER RETENTION AREA

FOUND 4"x4" CONCRETE MONUMENT (MOORHEAD)

FOUND 4"x4" CONCRETE MONUMENT (NOID)

N89°30'53"W 190.11'

S89°59'52"W 200.00' (D)

S89°29'27"E 199.97' (F)

EXISTING COUNTY DRA

PARCEL ID: 2382+001-001

S0°26'22"W 49.97'

S0°26'22"W 207.55'

257.51' (F)

257.54' (D)

S89°28'45"E 50.15'

N89°29'14"W 50.15'

S89°28'45"E 24.95'

S0°26'29"W 49.98'

S0°29'51"W 470.22'

FOUND 4"x4" CONCRETE MONUMENT (NOID)

(TOP BROKEN)

S89°30'53"E 199.34'

S89°33'07"E 199.34' (F)

S89°56'56"E 199.17' (D)

D.R.O.W. (DRAINAGE RIGHT-OF-WAY) PARCEL ID:2385+007-015 FLU: RESIDENTIAL

PARCEL: 2385+007-015
OWNER: ROBERTO R. MEDINA
ZONING: A1
FLU: RESIDENTIAL

NORTH BOUNDARY OF LOT 15, BLOCK Q TIMBERWOOD THIRD ADDITON

LOT 15

PARCEL ID: 2385-007-015
OWNER:MEDINA ROBERTO R & MEDINA DALE E

N0°00'05"W 575.90' (D)

WEST BOUNDARY LINE D.R.A. NO.2, BLOCK "Q"

N0°29'27"E 575.78' (F)

N0°29'27"E 575.78'

FOUND 4"X4" CONCRETE MONUMENT NAIL (PLS 2418)

FOUND 4"x4" CONCRETE MONUMENT

N0°32'41

FOUND c

PARCEL: 2385+007-015
OWNER: WRA
ZONING: A1
FLU: RESIDENTIAL

S89°56'56"W 830.84' (D)

N89°29'14"W 830.62' (M)

N89°29'14"W 780.67'

PARCEL: 2385-017-002
OWNER: JERE LEE RIOLO
ZONING: A1
FLU: AGRICULTURAL

N00°00'05"W 1182.68' (D)

N00°29'50"E 1182.63' (F)

N0°29'50"E 1162.55'

PARCEL: 2385-017-005
OWNER: DANIEL B. SHAW
ZONING: A1
FLU: RESIDENTIAL

PARCEL: 2385-017-004
OWNER: NA
ZONING: NA
FLU: NA

PARCEL: 2385-017-003
OWNER: HENRY A. FENTY
ZONING: A1
FLU: RESIDENTIAL

PARCEL: 2385-017-002
OWNER: JERE LEE RIOLO
ZONING: A1
FLU: RESIDENTIAL

PARCEL: 2385-017-001
OWNER: RYAN J. MAIER
ZONING: A1
FLU: RESIDENTIAL

EXISTING TIMBERWOOD SUBDIVISION

BLOCK "Q"

TIMBERWOOD THIRD ADDITION PLAT BOOK "I", PAGES 64-69

WEST BOUNDARY LINE OF TIMBERWOOD THIRD ADDITION

S89°30'09"E 345.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 315.00'

S89°30'09"E 265.00'

N0°29'50"E 1162.55'

FOUND 4"x4" CONCRETE MONUMENT NAIL (PLS 2418)

FOUND 4"x4" CONCRETE MONUMENT

FOUND 4"x4" CONCRETE MONUMENT (LB 2418) SOUTHWEST CORNER OF WEST HALF OF LOT Q TIMBERWOOD THIRD ADDITION

S89°26'43"E 50.44'

S89°26'43"E 100.26'

NORTH RIGHT OF WAY OF S.W. 38TH STREET

PROPOSED RIGHT-OF-WAY DEDICATION (WIDTH VARIES)

S.W. 38TH STREET

(RIGHT OF WAY WIDTH VARIES)

S89°57'16"E 806.44'

INV:85.51' (18CMP)

INV:85.15' (18CMP)

INV:77.49' (18RCP)

INV:76.44' (18RCP)

INV:64.96' ()

INV:58.47' ()

INV:59.31' ()

INV:60.23' ()

INV:67.50' ()

S00°

PARCEL ID: 23817-003-00
±35.00 ACRES

PARCEL ID: 23820-000-00

PARCEL ID: 23820-000-00

PARCEL ID: 2385-017-005
OWNER: DANIEL B. SHAW
ZONING: A1
ADDRESS: 3768 SW 57TH CT OCALA

PARCEL ID: 2385-017-003
OWNER: HENRY A. FENTY
ZONING: A1
ADDRESS: 3674 SW 57TH CT OCALA

PARCEL ID: 2385-017-002
OWNER: JERE LEE RIOLO
ZONING: A1
ADDRESS: 3630 SW 57TH CT OCALA

PARCEL ID: 2385-017-001
OWNER: RYAN J. MAIER
ZONING: A1
ADDRESS: 3600 SW 57TH CT OCALA

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K:\OCA_Corp\042887003\TBMI Comm Outparcel Dev\CAD\ProjDevelop\CS02.CONCEPTUAL SUBDIVISION PLAN.dwg, Layout:Layout1 May 20, 2026 7:51:59 AM, dbase-340097197 Plotted by: Mcdonald, Jameson Last Saved By: Mcdonald, Jameson 5/20/2026 7:51:59 AM K:\OCA_Corp\042887003\TBMI Comm Outparcel Dev\CAD\ProjDevelop\Survey\Boundary\Boundary Sketch.dwg, 1:\Documents and Settings\All Users\Documents\Autodesk\Vault Client (Standalone)\Working Folder\OCA_Corp\042887003\Proj_Mcdonald, Jameson\Planning\Concept Plan Ref 231109.SURF.ACS, dbase-340097197 •Mcdonald, Jameson 042887003

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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT	042887003
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	RDR
CHECKED BY	JAF

CONCEPTUAL SUBDIVISION PLAN

TBMI COMMERCIAL OUTPARCEL DEVELOPMENT

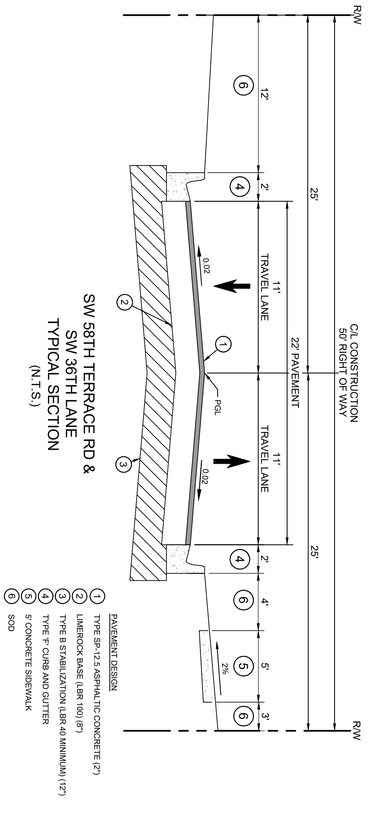
PREPARED FOR
TBMI II, LLC

CITY OF OCALA FLORIDA

SHEET NUMBER
CS02

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XREFS: xBorder-042887003 kh-address-oca DrawingData xSurvey-042887003 xBase-042887003 xBldg - 142909002 - Outparcel 1 Residential Concept Plan Ref 231129 SURFACE xBase-040997197 xBackfinBndy-042887003

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SW 58TH TERRACE RD &
SW 36TH LANE
TYPICAL SECTION
(N.T.S.)

1. PAVEMENT DESIGN
2. TYPE SP-12.5 ASPHALTIC CONCRETE (2")
3. LIMEROCK BASE (LBR 100) (8")
4. TYPE B STABILIZATION (LBR 40 MINIMUM) (12")
5. TYPE 'F' CURB AND GUTTER
6. 5' CONCRETE SIDEWALK
7. SOD

No.	REVISIONS	DATE	BY
	NOT FOR CONSTRUCTION		

SHEET NUMBER
CS03

TBMI COMMERCIAL OUTPARCEL DEVELOPMENT

PREPARED FOR
TBMI II, LLC

CITY OF OCALA FLORIDA

TYPICAL SECTION

KHA PROJECT	042887003
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	RDR
CHECKED BY	JAF

LICENSED PROFESSIONAL

JAMESON A. FREDERICK, P.E.

FLORIDA LICENSE NUMBER
81405

DATE: ____

Kimley»Horn

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PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LEGEND

- APPROXIMATE LOCATION OF SOIL BORING
- FUTURE CROSS ACCESS ROAD

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	700.00'	367.98'	N14°30'22"W	363.75'	30°07'09"	188.35'
C2	750.00'	394.26'	N14°30'22"W	389.74'	30°07'09"	201.80'
C3	275.00'	115.63'	S11°32'53"E	114.78'	24°05'29"	58.68'
C4	225.00'	0.53'	N29°29'52"W	0.53'	0°08'10"	0.27'
C5	225.00'	117.52'	N14°27'58"W	116.19'	29°55'39"	60.14'
C6	8083.00'	58.99'	N87°42'31"E	58.99'	0°25'05"	29.49'
C7	8070.00'	321.03'	N89°24'54"E	321.01'	2°16'45"	160.54'

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

No.	REVISIONS	DATE	BY
	NOT FOR CONSTRUCTION		

EXISTING SIGNAL

S.W. 60TH AVENUE

(100' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP RECORDED IN ROAD WAY BOOK 1, PAGE 45)

PROPOSED DRIVEWAY CONNECTION (TYP.)

S0°29'51"W 50.00'

N0°29'51"E 228.88'

VARIES

10.0'

N0°29'51"E 179.38'

N0°29'51"E 50.00'

N89°29'51"E 200.00'

N0°29'51"E 165.00'

N89°29'51"E 165.00'

N0°29'51"E 165.00'

N89°29'51"E 262.66'

S55°58'20"E 40.22'

S00°29'51"W 1475.20' (F)

S00°00'08"E 1475.12' (D)

EAST RIGHT OF WAY OF S.W. 60TH AVENUE

EXISTING 40' ROW EASEMENT

POINT OF BEGINNING PARCEL 1

SOUTHWEST CORNER OF WATER RETENTION AREA

FOUND 4"x4" CONCRETE MONUMENT (MOORHEAD)

EXISTING COUNTY DRA

WRA

PARCEL ID: 2382+001-001

N89°30'53"W 190.11'

S89°59'52"W 200.00' (D)

S89°29'27"E 199.97' (F)

TRACT 1 (STORMWATER) ± 1.96 ACRES

SOUTHEAST CORNER OF WATER RETENTION AREA

FOUND 4"x4" CONCRETE MONUMENT (NOID)

S0°26'22"W 49.97'

S0°26'22"W 207.55'

257.51' (F)

S89°28'45"E 50.15'

TRACT 2 (LIFT STATION) ±.06 ACRES

N89°29'14"W 50.15'

S89°28'45"E 24.95'

S0°26'29"W 49.98'

S0°29'51"W 470.22'

LOT 1 ± 2.43 ACRES

LOT 2 ± 1.49 ACRES

LOT 3 ± 1.47 ACRES

LOT 4 ± 1.19 ACRES

LOT 5 ± 1.19 ACRES

LOT 6 ± 1.19 ACRES

S89°30'09"E 316.17'

S89°30'09"E 345.00'

S89°30'09"E 315.00'

S89°30'09"E 265.00'

N89°45'59"W 404.68'

N0°29'58"E 206.67'

SW 38TH LANE

PROPOSED RIGHT-OF-WAY DEDICATION (WIDTH VARIES)

S77°26'40"E 52.06'

N29°33'57"W 67.17'

N29°33'57"W 95.47'

C1

C2

C3

C4

C5

C6

C7

SW 58TH TERRACE RD.

S0°33'12"W 15.07'

N0°33'12"E 13.82'

PROPOSED ROADWAY (TO BE PERMITTED AND CONSTRUCTED AT A FUTURE DATE) ±0.93 ACRES

PARCEL ID: 23817-002-00

N0°29'52"E 87.75'

N0°29'51"E 165.00'

N0°29'51"E 165.00'

N0°29'51"E 165.00'

PROPOSED 50'-WIDE ACCESS AND UTILITY EASEMENT (TYP.)

FUTURE CROSS ACCESS ROAD SHALL BE CONSTRUCTED PER THE IMPROVEMENT PLANS AND DEDICATED AS RIGHT-OF-WAY SHOULD ANY OF LOTS 4, 5, OR 6 DEVELOPED SEPARATELY FROM THE OTHERS

PROPOSED 50'-WIDE ACCESS AND UTILITY EASEMENT (TYP.)

TO BE CONSTRUCTED PER THE IMPROVEMENT PLANS AND DEDICATED PRIOR TO FURTHER SUBDIVISION OR DEVELOPMENT OF LOT 7. SPECIFIC REQUIREMENTS RELATING TO DEDICATION TO BE INCORPORATED INTO DEVELOPER'S AGREEMENT TO BE EXECUTED PRIOR TO RECORDING OF FINAL PLAT FOR THIS CONCEPTUAL SUBDIVISION PLAN.

LOT 7 ± 22.37 ACRES

S0°33'12"W 15.07'

S88°26'43"E 50.44'

S88°26'43"E 100.28'

NORTH RIGHT OF WAY OF S.W. 38TH STREET

PROPOSED RIGHT-OF-WAY DEDICATION (WIDTH VARIES)

FOUND 4x4 CONCRETE MONUMENT (LB 2418) SOUTHWEST CORNER OF LOT 15, BLOCK "O" TIMBERWOOD THIRD ADDITION

WEST BOUNDARY LINE OF TIMBERWOOD THIRD ADDITION

N0°29'50"E 1162.55'

N00°00'05"W 1182.68' (D)

N00°29'50"E 1182.63' (F)

PARCEL: 2385+007-015 OWNER: WRA ZONING: A1 FLU: RIGHT-OF-WAY

PARCEL: 2385-017-005 OWNER: DANIEL B. SHAW ZONING: A1 FLU: RESIDENTIAL

PARCEL: 2385-017-004 OWNER: NA ZONING: NA FLU: NA

PARCEL: 2385-017-003 OWNER: HENRY A. FENTY ZONING: A1 FLU: RESIDENTIAL

PARCEL: 2385-017-002 OWNER: JERE LEE RIOLO ZONING: A1 FLU: RESIDENTIAL

PARCEL: 2385-017-001 OWNER: RYAN J. MAIER ZONING: A1 FLU: RESIDENTIAL

EXISTING TIMBERWOOD SUBDIVISION

BLOCK "O"

TIMBERWOOD THIRD ADDITION PLAT BOOK "Y", PAGES 64-69

PARCEL: 2385-007-015 OWNER: ROBERTO R. MEDINA ZONING: A1 FLU: RESIDENTIAL

D.R.O.W. (DRAINAGE RIGHT-OF-WAY) PARCEL ID: 2385+007-015

S89°56'56"E 199.17' (D)

S89°33'07"E 199.34' (F)

LOT 15

PARCEL ID: 2385-007-015 OWNER: MEDINA ROBERTO R & MEDINA DALE E

S89°33'07"E 199.34'

NORTH BOUNDARY OF LOT 15, BLOCK O TIMBERWOOD THIRD ADDITION

N00°00'05"W 575.90' (D)

WEST BOUNDARY LINE D.R.A. NO.2, BLOCK "O"

N00°29'27"E 575.78' (F)

N0°29'27"E 575.78'

FOUND 4"x4" CONCRETE MONUMENT NAIL (PLS 2418)

FOUND 4"x4" CONCRETE MONUMENT

PARCEL: 2385+007-015 OWNER: WRA ZONING: A1 FLU: RIGHT-OF-WAY

N89°29'14"W 780.67'

N89°29'14"W 830.62' (D) 830.84' (D)

S89°59'56"W 830.84' (D)

PARCEL: 2381-002-02 OWNER: NA ZONING: A1 FLU: AGRICULTURAL

PARCEL: 23820-012-04 OWNER: PASITO INC ZONING: B2 FLU: LOW INTENSITY

PARCEL: 23820-012-00 OWNER: OCALA AIRPORT LAND 2 LLC ZONING: M2 FLU: LOW INTENSITY

PARCEL: 23820-005-03 OWNER: OCALA COMMONS LLC ZONING: M1 FLU: LOW INTENSITY

PARCEL: 23820-006-02 OWNER: MCDONALD'S CORPORATION ZONING: B2 FLU: LOW INTENSITY

PARCEL: 23820-000-00 OWNER: CIRCLE FORE LLC ZONING: B2 FLU: AGRICULTURAL

PARCEL: 2385-000-00 OWNER: NA ZONING: NA FLU: RESIDENTIAL

S.W. 38TH STREET

S89°57'16"E 806.11'

INV: 85.51' (18CMP)

INV: 85.15' (18CMP)

INV: 73.49' (18RCP)

INV: 64.96' 0

INV: 59.31' 0

INV: 60.23' 0

INV: 67.50' 0

INV: 58.47' 0

FOUND 4"x4" CONCRETE MONUMENT (LS 1918)

FOUND 4"x4" CONCRETE MONUMENT (LS 1918)

(TOP BROKEN)

FOUND 4"x4" CONCRETE MONUMENT NAIL (PLS 2418)

FOUND 4"x4" CONCRETE MONUMENT NAIL (PLS 2418)

FOUND 4"x4" CONCRETE MONUMENT

FOUND C

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER 81405

KHA PROJECT 042887003			
DATE	APRIL 2026		
SCALE	AS SHOWN	DESIGNED BY	KHA
		DRAWN BY	RDR
		CHECKED BY	JAF

CONCEPTUAL SUBDIVISION PLAN

TBMI COMMERCIAL OUTPARCEL DEVELOPMENT

PREPARED FOR
TBMI II, LLC

CITY OF OCALA FLORIDA

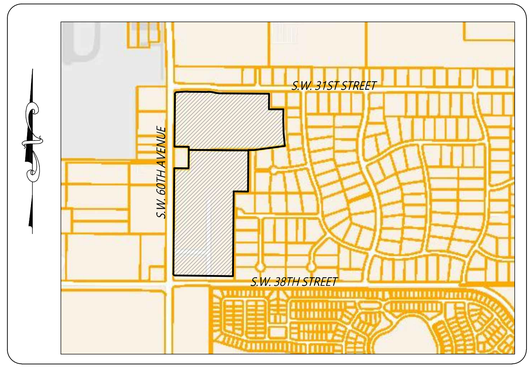
SHEET NUMBER
CS02

"BOUNDARY AND TOPOGRAPHIC SURVEY"

A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

VICINITY MAP:

NOT TO SCALE



LEGAL DESCRIPTION:

PARCEL 2:

THAT PORTION OF LAND IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST AND LYING SOUTH OF TIMBERWOOD AS PER PLAT BOOK S, PAGES 148 AND 149, LYING WEST OF TIMBERWOOD THIRD ADDITION AS PER PLAT BOOK Y, PAGES 64 THROUGH 69, ALL IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND LYING EAST OF S.W. 60TH AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 1 AT THE NORTHWEST CORNER OF LOT 1, BLOCK G OF TIMBERWOOD THIRD ADDITION AS PER PLAT BOOK Y, PAGES 64 THROUGH 69 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND PROCEED NORTH 89°56'59" WEST (FIELD MEASURE – NORTH 89°57'54" WEST), ALONG THE SOUTH BOUNDARY LINE OF TIMBERWOOD SUBDIVISION AS PER PLAT BOOK S, PAGES 148 AND 149 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND ALONG THE SOUTH RIGHT OF WAY LINE OF S.W. 31ST STREET A DISTANCE OF 202.43 FEET TO A CONCRETE MONUMENT AT THE POINT OF BEGINNING OF PARCEL 2 AS DESCRIBED HEREIN; THENCE CONTINUE NORTH 89°56'59" WEST, ALONG SAID SOUTH BOUNDARY LINE AND SOUTH RIGHT OF WAY LINE A DISTANCE OF 663.75 FEET (FIELD MEASURE – NORTH 89°57'54" WEST 663.71 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS DISTANCE OF 540.00 FEET AND A CENTRAL ANGLE OF 10°55'29"; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALONG SAID CURVE AN ARC DISTANCE OF 102.96 FEET THROUGH A CHORD BEARING AND DISTANCE OF NORTH 84°29'18" WEST, 102.81 FEET (FIELD MEASURE NORTH 84°07'34" WEST 102.99 FEET), TO CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT A POINT OF REVERSE CURVE OF A CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS DISTANCE OF 460.00 FEET, AND A CENTRAL ANGLE OF 10°58'39"; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 88.13 FEET, THROUGH A CHORD BEARING AND DISTANCE OF NORTH 84°30'53" WEST 88.00 FEET (FIELD MEASURE – NORTH 84°59'27" WEST, 87.86 FEET) TO A CONCRETE MONUMENT AT THE POINT OF CURVATURE AS SHOWN ON SAID PLAT; THENCE SOUTH 89°59'50" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 279.92 FEET (FIELD MEASURE – NORTH 89°46'27" WEST, 279.73 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT, AT THE POINT OF TANGENCY OF SAID CURVE, BEING CONCAVE SOUTHERLY, HAVING A RADIUS DISTANCE OF 800.00 FEET AND A CENTRAL ANGLE OF 06°21'20"; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 88.74 FEET, THROUGH A CHORD BEARING AND DISTANCE OF SOUTH 86°49'11" WEST 88.70 FEET (FIELD MEASURE – SOUTH 86°03'17" WEST, 88.88 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT THE POINT OF REVERSE CURVE, BEING CONCAVE NORTHERLY HAVING A RADIUS DISTANCE OF 827.00 FEET AND A CENTRAL ANGLE OF 04°20'59", THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 62.79 FEET THROUGH A CHORD BEARING AND DISTANCE OF SOUTH 85°48'59" WEST 62.77 FEET (FIELD MEASURE SOUTH 85°19'28" WEST, 62.78 FEET; TO CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT THE POINT OF REVERSE CURVE, BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS DISTANCE OF 30.00 FEET AND A CENTRAL ANGLE OF 87°59'38"; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 46.07 FEET, THROUGH CHORD BEARING AND DISTANCE OF SOUTH 43°59'41" WEST 41.68 FEET (FIELD MEASURE SOUTH 44°04'50" WEST 41.62 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE (BEING 100 FEET WIDE); THENCE DEPARTING FROM SAID EAST BOUNDARY LINE, NORTH 89°59'52" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 42.46 FEET (FIELD MEASURE – SOUTH 00°00'11" EAST, 42.46 FEET) TO A CONCRETE MONUMENT; THENCE DEPARTING FROM SAID EAST BOUNDARY LINE, NORTH 89°59'56" EAST, 0.50 FEET NORTH OF AND PARALLEL WITH A BOARD FENCE LINE A DISTANCE OF 830.84 FEET TO A CONCRETE MONUMENT ON THE WEST BOUNDARY LINE OF D.R.A. NO. 2 OF BLOCK G OF AFORESAID TIMBERWOOD THIRD ADDITION; THENCE NORTH 00°00'05" WEST, ALONG SAID WEST BOUNDARY LINE A DISTANCE OF 5.03 FEET (FIELD MEASURE – NORTH 00°01'03" WEST, 5.03 FEET) TO A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 5; THENCE NORTH 89°59'55" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID D.R.A. NO. 2, A DISTANCE OF 80.00 FEET (FIELD MEASURE – NORTH 89°59'35" EAST, 80.00 FEET) TO A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 4; THENCE NORTH 82°03'12" EAST, ALONG THE NORTH BOUNDARY LINE OF LOTS 5 AND 6 OF SAID BLOCK G, A DISTANCE OF 435.15 FEET (FIELD MEASURE – NORTH 82°04'35" EAST 435.10 FEET) TO A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 3, SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS DISTANCE OF 2730.00 FEET AND CENTRAL ANGLE OF 07°57'51", THENCE NORTHERLY ALONG THE WEST BOUNDARY LINE OF BLOCK G OF SAID TIMBERWOOD THIRD ADDITION, ALONG SAID CURVE AN ARC DISTANCE OF 379.17 FEET, THROUGH A CHORD BEARING AND DISTANCE OF NORTH 03°55'52" WEST, 379.17 FEET (FIELD MEASURE – NORTH 03°56'28" WEST, 379.35 FEET) TO A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 2, AT THE POINT OF CURVATURE OF SAID CURVE THENCE NORTH 00°03'04" EAST, ALONG SAID WEST BOUNDARY LINE A DISTANCE OF 134.00 FEET (FIELD MEASURE – NORTH 00°03'04" EAST, 134.00 FEET) TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF TRACT NO. 1 (A ONE ACRE TRACT); THENCE DEPARTING FROM SAID WEST BOUNDARY LINE NORTH 89°57'54" WEST, A DISTANCE OF 202.35 FEET TO THE SOUTHWEST CORNER OF SAID TRACT NO. 1; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 216.00 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF TRACT NO. 1 AND TO THE POINT OF BEGINNING. SAID PARCEL 2 LYING AND BEING SITUATE IN MARION COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL THAT PORTION OF LAND NOTED AND SHOWN AS A 30 FOOT DRAINAGE RIGHT OF WAY AS RECORDED IN THE PLAT OF TIMBERWOOD, AS PER PLAT BOOK S, PAGE 148 AND 149 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND BEING SUBJECT TO A 30 FOOT DRAINAGE EASEMENT "A" AS SHOWN ON THE RECORDED PLAT OF TIMBERWOOD AS PER PLAT BOOK S, PAGES 148 AND 149 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

LEGAL DESCRIPTION:

(PER OFFICIAL RECORDS BOOK 8626, PAGE 817)

THOSE CERTAIN WATER RETENTION AREAS DEPICTED ON THE PLAT OF TIMBERWOOD AS PER PLAT THEREOF RECORDED IN PLAT BOOK "S", AT PAGES 148 AND 149, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 1 OF 2 FOR NOTES, LEGENDS, SURVEYOR'S CERTIFICATION, BOUNDARY, ETC.

SEE SHEET 2 FOR DRAWING DETAIL

LEGAL DESCRIPTION:

PARCEL 1:

THAT PORTION OF LAND IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST AND LYING SOUTH OF TIMBERWOOD, AS PER PLAT BOOK S, PAGES 148 AND 149, LYING WEST OF TIMBERWOOD THIRD ADDITION, AS PER PLAT BOOK Y, PAGES 64 THROUGH 69, ALL IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND LYING EAST OF S.W. 60TH AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 1 AT THE NORTHWEST CORNER OF LOT 1, BLOCK G OF TIMBERWOOD THIRD ADDITION, AS PER PLAT BOOK Y, PAGES 64 THROUGH 69 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND PROCEED NORTH 89°56'59" WEST (FIELD MEASURE – NORTH 89°57'54" WEST) ALONG THE SOUTH BOUNDARY LINE OF TIMBERWOOD SUBDIVISION AS PER PLAT BOOK S, PAGES 148 AND 149 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND ALONG THE SOUTH RIGHT OF WAY LINE OF S.W. 31ST STREET, A DISTANCE OF 202.43 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE NORTH 89°56'59" WEST ALONG SAID SOUTH BOUNDARY LINE AND SOUTH RIGHT OF WAY LINE A DISTANCE OF 663.75 FEET (FIELD MEASURE – NORTH 89°57'54" WEST 663.71 FEET), TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS DISTANCE OF 540.00 FEET AND A CENTRAL ANGLE OF 10°55'29", THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALONG SAID CURVE, AN ARC DISTANCE OF 102.96 FEET THROUGH A CHORD BEARING AND DISTANCE OF NORTH 84°29'18" WEST 102.81 FEET (FIELD MEASURE NORTH 84°07'34" WEST 102.99 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT, AT A POINT OF REVERSE CURVE OF A CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS DISTANCE OF 460.00 FEET AND A CENTRAL ANGLE OF 10°58'39"; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 88.13 FEET, THROUGH A CHORD BEARING AND DISTANCE OF NORTH 84°30'53" WEST 88.00 FEET (FIELD MEASURE – NORTH 84°59'27" WEST 87.86 FEET), TO A CONCRETE MONUMENT AT THE POINT OF CURVATURE, AS SHOWN ON SAID PLAT; THENCE SOUTH 89°59'50" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 279.92 FEET, (FIELD MEASURE – NORTH 89°46'27" WEST 279.73 FEET), TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT THE POINT OF TANGENCY OF SAID CURVE, BEING CONCAVE SOUTHERLY HAVING A RADIUS DISTANCE OF 800.00 FEET AND A CENTRAL ANGLE OF 06°21'20", THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, AND ALONG SAID CURVE, AN ARC DISTANCE OF 88.74 FEET THROUGH A CHORD BEARING AND DISTANCE OF SOUTH 86°49'11" WEST 88.70 FEET (FIELD MEASURE – SOUTH 86°03'17" WEST, 88.88 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT THE POINT OF REVERSE CURVE, BEING CONCAVE NORTHERLY HAVING A RADIUS DISTANCE OF 827.00 FEET AND A CENTRAL ANGLE OF 04°20'59", THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 62.79 FEET THROUGH A CHORD BEARING AND DISTANCE OF SOUTH 85°48'59" WEST 62.77 FEET (FIELD MEASURE – SOUTH 85°49'28" WEST 62.78 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT AT THE POINT OF REVERSE CURVE, BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS DISTANCE OF 30.00 FEET, AND A CENTRAL ANGLE OF 87°59'38", THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID ARC A DISTANCE OF 46.07 FEET, THROUGH A CHORD BEARING AND DISTANCE OF SOUTH 43°59'41" WEST 41.68 FEET (FIELD MEASURE – SOUTH 44°04'50" WEST 41.62 FEET) TO A CONCRETE MONUMENT AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 60TH AVENUE, (BEING 100 FEET WIDE); THENCE SOUTH 00°00'08" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 730.52 FEET (FIELD MEASURE – SOUTH 00°00'12" EAST 730.39 FEET) TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE WATER RETENTION AREA AND TO THE POINT OF BEGINNING OF PARCEL NO. B-C AS DESCRIBED HEREIN; THENCE CONTINUE SOUTH 00°00'08" EAST ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE WEST BOUNDARY OF SAID WATER RETENTION AREA, A DISTANCE OF 300.00 FEET (FIELD MEASURE – SOUTH 00°01'56" EAST 300.17 FEET) TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID WATER RETENTION AREA AND TO THE POINT OF BEGINNING OF PARCEL NO. B-C AS DESCRIBED HEREIN; THENCE CONTINUE SOUTH 00°00'08" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1475.12 FEET (FIELD MEASURE SOUTH 00°00'54" EAST 1475.12 FEET) TO A CONCRETE MONUMENT AT THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS DISTANCE OF 25.00 FEET AND A CENTRAL ANGLE OF 89°56'22", SAID POINT BEING NORTH 89°50'53" EAST 49.92 FEET AND NORTH 00°04'37" EAST 64.83 FEET FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE SOUTHEASTERLY ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 38TH STREET, AND ALONG SAID CURVE, AN ARC DISTANCE OF 39.24 FEET, THROUGH A FIELD MEASURED CHORD BEARING AND DISTANCE OF SOUTH 45°01'27" EAST 35.31 FEET TO A CONCRETE MONUMENT AT THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°57'16" EAST 40 FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID SECTION 28 AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 806.53 FEET TO A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 8 AT THE SOUTHWEST CORNER OF LOT 5, BLOCK G, AS PER AFORESAID PLAT OF TIMBERWOOD THIRD ADDITION; THENCE NORTH 0°00'05" WEST ALONG THE WEST BOUNDARY LINE OF SAID TIMBERWOOD THIRD ADDITION, A DISTANCE OF 1182.68 FEET (FIELD MEASURE – NORTH 00°00'53" WEST 1182.70 FEET) TO A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 7; THENCE SOUTH 89°56'56" EAST ALONG SAID NORTH BOUNDARY LINE OF LOT 15, BLOCK G, OF SAID TIMBERWOOD THIRD ADDITION, A DISTANCE OF 199.17 FEET (FIELD MEASURE – SOUTH 89°59'40" EAST 199.22 FEET) TO A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 6; THENCE NORTH 00°00'05" WEST ALONG SAID WEST BOUNDARY LINE A DISTANCE OF 575.90 FEET (FIELD MEASURE – NORTH 00°01'03" WEST 575.88 FEET) TO A CONCRETE MONUMENT THAT IS SOUTH 00°00'05" EAST A DISTANCE OF 5.03 FEET FROM A CONCRETE MONUMENT MARKED PERMANENT REFERENCE MONUMENT NO. 5; THENCE SOUTH 89°59'56" EAST 0.50 FEET NORTH OF AND PARALLEL WITH A BOARD FENCE LINE, A DISTANCE OF 830.84 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY LINE OF THE AFORESAID WATER RETENTION AREA, SAID POINT IS SOUTH 00°00'08" EAST A DISTANCE OF 42.46 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID WATER RETENTION AREA; THENCE SOUTH 00°00'08" EAST ALONG THE SAID EAST BOUNDARY LINE, A DISTANCE OF 257.54 FEET (FIELD MEASURE – SOUTH 00°05'11" EAST 257.44 FEET) TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE SAID WATER RETENTION AREA; THENCE SOUTH 89°59'52" WEST A DISTANCE OF 200.00 FEET (FIELD MEASURE – SOUTH 89°54'45" WEST 200.23 FEET) TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID WATER RETENTION AREA AND TO THE POINT OF BEGINNING OF PARCEL NO. B-C. SAID PARCEL NO. B-C LYING AND BEING SITUATE IN MARION COUNTY, FLORIDA.

SURVEY NOTES:

1. DATE OF FIELD SURVEY: SEPTEMBER 25, 2025.
2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
3. BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. PANEL NO.12083O512E, PANEL NO. 12083C0514E, EFFECTIVE DATE OF APRIL 19, 2017. THE PROPERTY DESCRIBED HEREON LIES WITHIN FLOOD ZONES "X" AN AREA OF REDUCED FLOOD HAZARD AREA.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
5. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.
9. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.
10. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
11. ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
12. TOPOGRAPHIC DATA AND TREE LOCATIONS ARE BASED ON AREA AS SPECIFIED BY CLIENT.
13. VERTICAL DATUM IS BASED ON CITY OF OCALA CONTROL POINT 0012, HAVING AN ELEVATION OF 81.82 FEET (NAVD 1988), AS PROVIDED BY THE CITY OF OCALA IN 2008. THE CITY SURVEY DEPARTMENT HAS SUBSEQUENTLY PROVIDED A REVISED ELEVATION OF 81.68 FEET (NAVD 1988) FOR THE SAME CONTROL POINT. ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE 2008 VALUE.
14. STORM DRAINAGE AS SHOWN ALONG S.W. 60TH AVENUE IS BASED ON MARION COUNTY AS–BUILTS SURVEY, PREPARED BY ROYDEN A. BARTH JR. PSM NO.3201, DATED 08/23/2007, FILE RECORD 44027494.000.
15. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 562, AFFECTS THE SUBJECT PARCEL. THE LOCATION OF SAID EASEMENT CANNOT BE DEPICTED HEREON AS THE ORIGINAL WORK ORDER OR SUPPORTING DOCUMENTATION IDENTIFYING ITS LOCATION HAS BEEN PURGED FROM THE CITY OF OCALA RECORDS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

_____ _____
CHRISTOPHER J. HOWSON — DATE
FLORIDA LICENSED SURVEYOR & MAPPER NO. 6553

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(CERTIFICATE OF AUTHORIZATION NO. LB 8071)

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
EL.	ELEVATION
LB	LICENSED BUSINESS
NO.	NUMBER
LS	LAND SURVEYOR
I.D.	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
℄	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
(F)	FIELD MEASURE
(D)	DEED MEASURE
(C)	CALCULATED MEASURE
C.D.	CHORD LENGTH
C.B.	CHORD BEARING
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
HDPE	HIGH DENSITY POLYETHYLENE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
CCR	CERTIFIED CORNER RECORD
RLS	REGISTERED LAND SURVEYOR
Ⓦ	WELL
♀	WATER SPIGOT
⋈	IRRIGATION CONTROL VALVE
⊠	WATER METER
⋈	WATER VALVE
⛲	FIRE HYDRANT
⟹	BACK FLOW PREVENTER
▥	CURB INLET GRATE
⊕ ▦	CATCH BASIN
Ⓢ	STORM MANHOLE
▭	MITERED END SECTION
◓	YARD DRAINAGE
Ⓢ	SANITARY MANHOLE
⊗	SANITARY CLEANOUT
Ⓔ	ELECTRIC MANHOLE
Ⓔ	ELECTRIC JUNCTION BOX
▣	ELECTRIC METER
▣	ELECTRIC RISER BOX
◇	CONCRETE UTILITY POLE
◇	METAL UTILITY POLE
⌓	WOOD UTILITY POLE
←	UTILITY POLE GUY ANCHOR
☼	LIGHT POLE
◀	SPOT/GROUND LIGHT
◥◤	ELECTRIC TRANSFORMER
AC	AIR CONDITIONER PAD
ELEC	ELECTRIC VAULT
▥	TRAFFIC BOX
⋈	GAS VALVE
▣	GAS METER
⚠	GAS LINE MARKER
△	FIBER OPTIC LINE MARKER
FIBER	FIBER OPTIC VAULT
▣	CABLE TELEVISION RISER BOX
▣	TELEPHONE RISER BOX
⊸	SIGN
•	BOLLARD
🗀	MAILBOX
◉	FOUND 5/8" IRON ROD & CAP (AS NOTED)
⊡	FOUND 4"x4" CONCRETE MONUMENT (AS NOTED)
⊚	FOUND NAIL & DISC (AS NOTED)
——BFOC——	UNDERGROUND FIBER OPTIC
——S——	UNDERGROUND SANITARY SEWER
——OHU——	OVERHEAD UTILITY
——UG GAS——	UNDERGROUND GAS LINE
= = = = = = = =	STORM DRAINAGE LINE
—X——X—	FENCE LINE AS NOTED
——T/B——	APPROXIMATE TOP OF BANK
——T/S——	APPROXIMATE TOE OF SLOPE
— — —100— — —	EXISTING CONTOUR

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

BAY, CAMPHOR, CEDAR, CITRUS, CHERRY, CHINABERRY, CYPRESS, DOGWOOD, ELM, GUM, HICKORY, HOLLY, IRONWOOD, LAUREL OAK, LIVE OAK, MAGNOLIA, MAPLE, MIMOSA, MISC, MULBERRY, OAK, PALM, PECAN, PINE, SUGAR HACKBERRY, SYCAMORE

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	02/23/26	M.D.	ADDRESS STAFF COMMENTS	C.J.H.
	04/20/26	J.T.	ADDRESS CITY COMMENTS	C.J.H.

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 FAX (888) 272-8335 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION – L.B. 8071

LOCATED IN SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST

MARION COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY –FOR– TBMI II LLC

FB/PG	FIELD DATE
25–3–23/24	09/22/25

DRAWING DATE	BY	APPROVED
10/13/25	MRD	CJH

JOB NO. 231129BND&TOPOR2

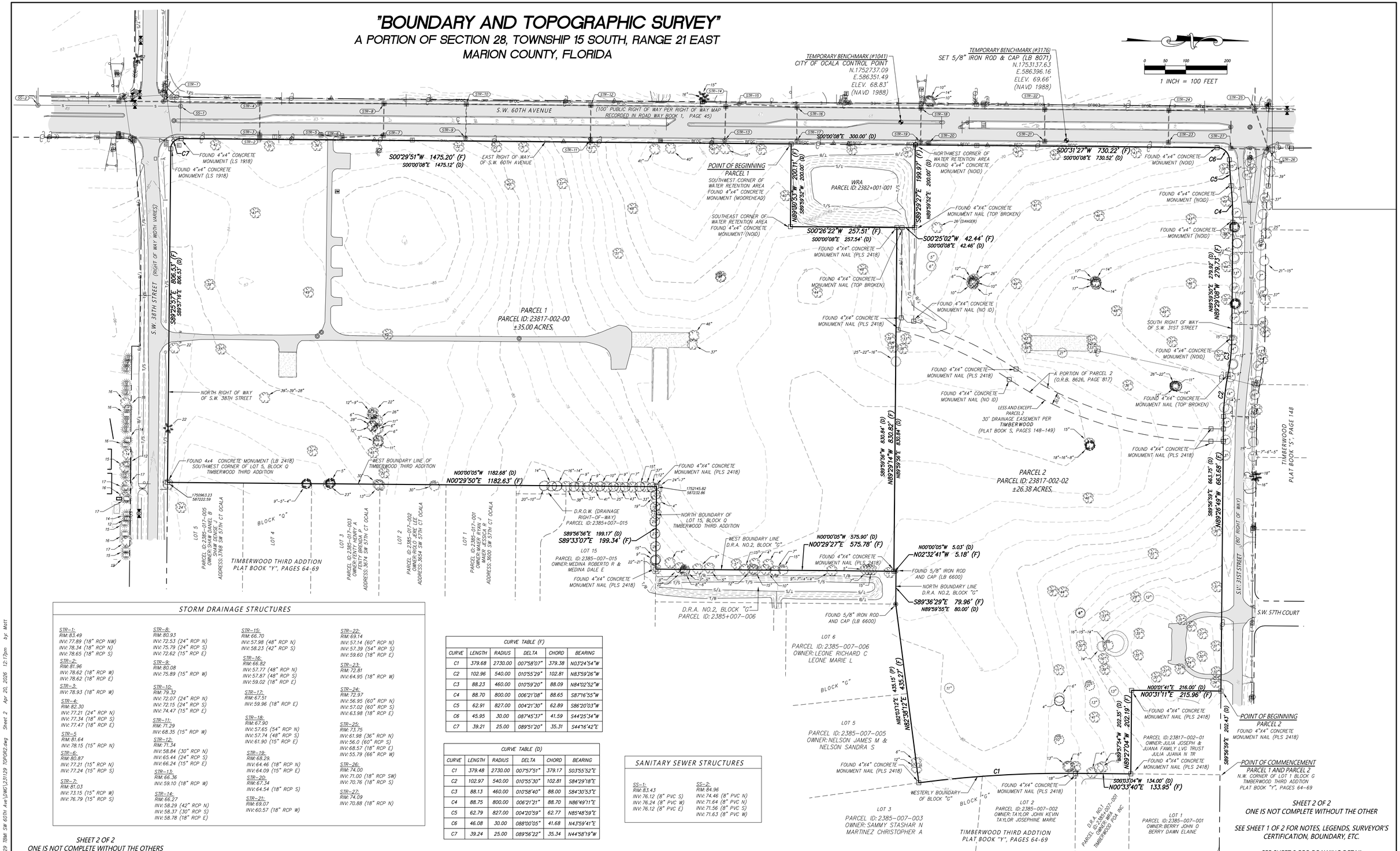
SCALE 1" = 100'

1 OF 2

Drawing name: Z:\Projects\231129 TBMI SW 60TH Ave\DWG\231129 TOPO#2.dwg Sheet 1 Apr 20, 2026 12:18pm by: Matt

"BOUNDARY AND TOPOGRAPHIC SURVEY"

A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA



STORM DRAINAGE STRUCTURES

STR-1:
RIM: 83.49
INV: 77.89 (18" RCP NW)
INV: 78.34 (18" RCP N)
INV: 78.65 (18" RCP S)

STR-2:
RIM: 81.96
INV: 78.62 (18" RCP W)
INV: 78.62 (18" RCP E)

STR-3:
INV: 78.93 (18" RCP W)

STR-4:
RIM: 82.30
INV: 77.21 (24" RCP N)
INV: 77.34 (18" RCP S)
INV: 77.47 (18" RCP E)

STR-5
RIM: 81.64
INV: 78.15 (15" RCP N)

STR-6:
RIM: 80.87
INV: 77.21 (15" RCP N)
INV: 77.24 (15" RCP S)

STR-7:
RIM: 81.03
INV: 73.15 (15" RCP W)
INV: 76.79 (15" RCP S)

STR-8:
RIM: 80.93
INV: 72.53 (24" RCP N)
INV: 75.79 (24" RCP S)
INV: 72.62 (15" RCP E)

STR-9:
RIM: 80.08
INV: 75.89 (15" RCP W)

STR-10:
RIM: 79.32
INV: 72.07 (24" RCP N)
INV: 72.15 (24" RCP S)
INV: 74.47 (15" RCP E)

STR-11:
RIM: 71.29
INV: 68.35 (15" RCP W)

STR-12:
RIM: 71.34
INV: 58.84 (30" RCP N)
INV: 65.44 (24" RCP S)
INV: 66.24 (15" RCP E)

STR-13:
RIM: 66.36
INV: 59.10 (18" RCP W)

STR-14:
RIM: 66.27
INV: 58.29 (42" RCP N)
INV: 58.37 (30" RCP S)
INV: 58.78 (18" RCP E)

STR-15:
RIM: 66.70
INV: 57.98 (48" RCP N)
INV: 58.23 (42" RCP S)

STR-16:
RIM: 66.82
INV: 57.77 (48" RCP N)
INV: 57.87 (48" RCP S)
INV: 59.02 (18" RCP E)

STR-17:
RIM: 67.51
INV: 59.96 (18" RCP E)

STR-18:
RIM: 67.90
INV: 57.65 (54" RCP N)
INV: 57.74 (48" RCP S)
INV: 61.90 (15" RCP E)

STR-19:
RIM: 68.29
INV: 64.46 (18" RCP N)
INV: 64.09 (15" RCP E)

STR-20:
RIM: 67.34
INV: 64.54 (18" RCP S)

STR-21:
RIM: 69.07
INV: 60.57 (18" RCP W)

STR-22:
RIM: 69.14
INV: 57.14 (60" RCP N)
INV: 57.39 (54" RCP S)
INV: 59.60 (18" RCP E)

STR-23:
RIM: 72.81
INV: 64.95 (18" RCP W)

STR-24:
RIM: 72.97
INV: 56.95 (60" RCP N)
INV: 57.02 (60" RCP S)
INV: 63.98 (18" RCP E)

STR-25:
RIM: 73.75
INV: 61.98 (36" RCP N)
INV: 56.0 (60" RCP S)
INV: 68.57 (18" RCP E)
INV: 55.79 (66" RCP W)

STR-26:
RIM: 74.00
INV: 71.00 (18" RCP SW)
INV: 70.76 (18" RCP S)

STR-27:
RIM: 74.09
INV: 70.88 (18" RCP N)

SHEET 2 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHERS

CURVE TABLE (F)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	379.68	2730.00	007°58'07"	379.38	N03°24'54"W
C2	102.96	540.00	010°55'29"	102.81	N83°59'26"W
C3	88.23	460.00	010°59'20"	88.09	N84°02'52"W
C4	88.70	800.00	006°21'08"	88.65	S87°16'55"W
C5	62.91	827.00	004°21'30"	62.89	S86°20'03"W
C6	45.95	30.00	087°45'37"	41.59	S44°25'34"W
C7	39.21	25.00	089°51'20"	35.31	S44°16'42"E

CURVE TABLE (D)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	379.48	2730.00	007°57'51"	379.17	S03°55'52"E
C2	102.97	540.00	010°55'30"	102.81	S84°29'18"E
C3	88.13	460.00	010°58'40"	88.00	S84°30'53"E
C4	88.75	800.00	006°21'21"	88.70	N86°49'11"E
C5	62.79	827.00	004°20'59"	62.77	N85°48'59"E
C6	46.08	30.00	088°00'05"	41.68	N43°59'41"E
C7	39.24	25.00	089°56'22"	35.34	N44°58'19"W

SANITARY SEWER STRUCTURES

SS-1:
RIM: 83.43
INV: 76.12 (8" PVC S)
INV: 76.24 (8" PVC W)
INV: 76.12 (8" PVC E)

SS-2:
RIM: 84.96
INV: 74.46 (8" PVC N)
INV: 71.64 (8" PVC N)
INV: 71.56 (8" PVC S)
INV: 71.63 (8" PVC W)

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	02/23/26	M.D.	ADDRESS STAFF COMMENTS	C.J.H.
	04/20/26	J.T.	ADDRESS CITY COMMENTS	C.J.H.

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
436 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 FAX (888) 272-8335 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

LOCATED IN SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST

MARION COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY –FOR– TBMI II, LLC.

FB/PG	FIELD DATE
25-3-23/24	09/22/25

DRAWING DATE	BY	APPROVED
10/13/25	MRD	CJH

JOB NO. 231129BND&TOPOR2

SCALE 1" = 100'

2 OF 2

Drawing name: Z:\Projects\231129 TBMI SW 60TH Ave\DWG\231129 TOPOR2.dwg Sheet 2 Apr 20, 2026 12:17pm by: Matt

60TH AVENUE PARCELS
PLANNED DEVELOPMENT

FOR

TBMI II, LLC

CITY OF OCALA, FLORIDA

PD PLANS

PARCEL ID 23817-002-00 & 23817-002-02

SECTION 28, TOWNSHIP 15 SOUTH, RANGE 21 EAST

MARCH 2023



GENERAL NOTES

WATER:
POTABLE WATER WILL BE PROVIDED BY CITY OF OCALA.

SEWER:
WASTEWATER WILL BE PROVIDED BY CITY OF OCALA.

FEMA DESIGNATION:
PER FEMA FIRM PANELS NUMBERS 12083C0512E & 12083C05E EFFECTIVE APRIL 19, 2017, A SMALL PORTION OF THE PROJECT AREA LIES IN ZONE 'X', AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP.

DRAINAGE SUMMARY:
THIS PROJECT SHALL UTILIZE ON-SITE WATER RETENTION AREAS SIZED TO MEET THE REGULATORY REQUIREMENTS OF THE CITY OF OCALA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT. ALL RETENTION AREAS AND DRAINAGE SYSTEM WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

MAINTENANCE:
THE PROPERTY OWNER SHALL PROVIDE PERPETUAL MAINTENANCE FOR THE PRIVATE STREETS, NEW & REPLACEMENT STREET SIGNS, DRAINAGE SYSTEMS AND COMMON AREAS OF THE DEVELOPMENT AND FOR OPERATION AND MAINTENANCE OF ALL PRIVATE FACILITIES. ROADS DESIGNATED FOR DEDICATION TO THE PUBLIC SHALL BE MAINTAINED BY THE CITY OF OCALA.

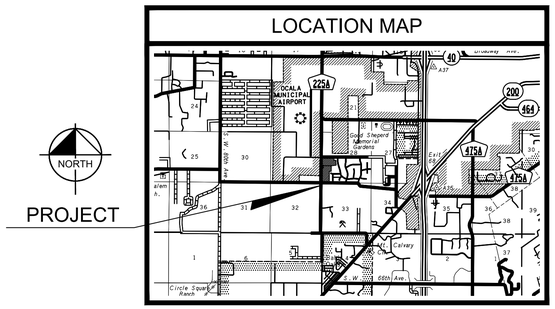
SPECIAL NOTES

THE PLANNED DEVELOPMENT SHALL BE IN COMPLIANCE WITH ALL CONDITIONS OF ORDINANCE 2022-62.

1. ALLOWABLE USES SHALL BE CONSISTENT WITH ALLOWABLE USES IN LOW INTENSITY FUTURE LAND USE CATEGORY, AS DEFINED IN THE CITY OF OCALA COMPREHENSIVE PLAN. THE MAXIMUM ALLOWABLE INTENSITY OF THE OVERALL DEVELOPMENT PLAN SHALL NOT EXCEED THE PM PEAK HOUR NET NEW TRIPS EQUIVALENT TO 600,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT, AS DEFINED IN THE INSTITUTE OF TRANSPORTATION ENGINEER'S TRIP GENERATION MANUAL, LATEST EDITION.
2. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO SUBMIT A TRAFFIC IMPACT ANALYSIS THAT IS CONSISTENT WITH THE CITY'S TRAFFIC STUDY GUIDELINES AND CONCURRENCY MANAGEMENT SYSTEM. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO PROVIDE ALL NECESSARY TRAFFIC IMPROVEMENTS MITIGATIONS AS DETERMINED BY A TRAFFIC ANALYSIS.
3. PER CODE OF ORDINANCES SECTION 122-942(a)(4), THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.
4. AT THE TIME OF SITE PLAN OR SUBDIVISION PLANS FOR EACH AREA IN THE PD, A TREE SURVEY AND TREE MITIGATION PLANS ARE REQUIRED PURSUANT TO THE CITY OF OCALA CODE OF ORDINANCES.
5. ALL LANDSCAPING AND IRRIGATION DESIGN PLANS FOR THE ENTIRE PD ARE REQUIRED TO BE COMPLETED BY A REGISTERED LANDSCAPE ARCHITECT. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS, AND BE INVOLVED IN THE SITE CLEARING PROCESS TO ENSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN TO BE SAVED ON ANY FINAL LANDSCAPE PLANS.
6. ALL SITE PLANS SHALL CONTAIN DETAILS PERTAINING TO THE STREET TREE AND LANDSCAPING DESIGN FOR ALL INTERIOR ROADS.
7. PRIOR TO APPROVAL OF ANY SITE PLAN, AN ENVIRONMENTAL ASSESSMENT MEETING THE REQUIREMENTS OF THE CITY OF OCALA LAND DEVELOPMENT CODE MUST BE APPROVED BY THE CITY OF OCALA.
8. AN AVIGATION EASEMENT MUST BE PLACED ON THE ENTIRE 61.39 ACRES AS WELL AS MEET ALL REQUIREMENTS OF FLORIDA STATUTE CHAPTER 333 AIRPORT ZONING. THIS ALSO INCLUDES THE REQUIREMENT TO OBTAIN PERMITTING FROM THE DEPARTMENT OF TRANSPORTATION PRIOR TO ANY CONSTRUCTION.
9. ALL IMPACT FEES WILL BE DETERMINED AT SITE PLAN REVIEW FOR EACH PARCEL.
10. ALL NEW FREESTANDING SIGNAGE TO BE LOCATED ON THE AMENDMENT PARCEL OR ANY PORTION THEREOF AT THE TIME OF DEVELOPMENT SHALL BE LIMITED TO GROUND MOUNTED SIGNAGE STRUCTURES. THE FINAL DESIGN, LOCATIONS, AND NUMBER OF FREESTANDING SIGNS SHALL BE REVIEWED AND APPROVED AS PART OF THE SITE PLAN OR SUBDIVISION PLAN PROCESS.

UTILITY PROVIDERS

UTILITY COMPANIES		
UTILITY COMPANY	CONTACT PERSON	PHONE NUMBER
CENTURYLINK	BILL MCCLOUD	(850) 599-1444
CITY OF OCALA TELECOMMUNICATIONS	OSHANE PARKER	(352) 401-3999
COX CABLE	MICHELLE OSBORNE	(478) 314-3577
BAY LAUREL CENTER COMMUNITY DEVELOPMENT	GREG LAW	(352) 414-5454 EXT 4106
CHARTER COMMUNICATIONS	DUFFY MCCLELLAND	(352) 527-2189
DIGITAL COMMUNICATION MEDIA / BRIDGENET	JEFF HAGAR	(352) 601-0480
HOMELAND OPTICAL TECHNOLOGY	MELISSA GEORGE	(352) 484-0200
OCALA ELECTRIC UTILITY	RANDY HAHN	(352) 351-6615
CENTURYLINK (LEVEL 3)	NETWORK RELATIONS	(877) 366-8344 EXT 2
TECO PEOPLES GAS - OCALA	JOAN DOMNING	(813) 275-3783



PROJECT OWNER AND CONSULTANTS

OWNER/APPLICANT:
TBMI II, LLC
1700 SE 17TH STREET, SUITE 300
OCALA, FLORIDA 34471

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
101 EAST SILVER SPRINGS BLVD., SUITE 400
OCALA, FLORIDA 34470
(352) 438-3000

SURVEYOR:
D.W. HIRST & ASSOCIATES, INC.
13560 SE 36TH AVENUE
SUMMERFIELD, FLORIDA 34491
352-347-6775

DRAWING INDEX

SHEET TITLE

PD001 - COVER SHEET
PD002 - PLANNED DEVELOPMENT PLAN
PD003 - MASTER LANDSCAPE PLAN
PD004 - EXISTING TOPOGRAPHY

No.	REVISIONS	DATE	BY
	NOT FOR CONSTRUCTION	-	

LEGAL DESCRIPTION: (PROVIDED BY OTHERS)

Parcel 1

That portion of land in the Southwest 1/4 of Section 28, Township 15 South, Range 21 East and lying South of Timberwood, as per Plat Book S, Pages 148 and 149, lying West of Timberwood Third Addition, as per Plat Book Y, Pages 64 through 69, all in the Public Records of Marion County, Florida, and lying East of S.W. 60th Avenue, being more particularly described as follows:

Commencing at a concrete monument marked Permanent Reference monument No. 1 at

the Northwest corner of Lot 1, Block G of Timberwood Third Addition, as per Plat Book Y, Pages 64 through 69 of the Public Records of Marion County, Florida, and proceed North 89 degrees 56 minutes 59 seconds West (field measure - North 89 degrees 57 minutes 54 seconds West) along the South boundary line of Timberwood Subdivision as per Plat Book S, Pages 148 and 149 of the Public Records of Marion County, Florida and along the South right of way line of S.W. 31st Street, a distance of 202.43 feet to a concrete monument; thence continue North 89 degrees 56 minutes 59 seconds West along said South boundary line and South right of way line a distance of 663.75 feet (field measure - North 89 degrees 57 minutes 54 seconds West 663.71 feet), to a

concrete monument as shown on said plat at the Point of Curvature of a curve being concave Northerly, having a radius distance of 540.00 feet and a central angle of 10 degrees 55 minutes 29 seconds; thence Westerly along said South right of way line, and along said curve, an arc distance of 102.96 feet through a chord bearing and distance of North 84 degrees 29 minutes 18 seconds West 102.81 feet (field measure - North 84 degrees 07 minutes 34 seconds West 102.99 feet) to a concrete monument as shown on said plat, at a Point of Reverse Curve of a curve being concave Southerly having a radius distance of 460.00 feet and a central angle of 10 degrees 58 minutes 39 seconds; thence Westerly along said South right of way line and along said curve and arc distance of 88.13 feet, through a chord bearing and distance of North 84 degrees 30 minutes 53 seconds West, 88.00 feet (field measure - North 84 degrees 59 minutes

27 seconds West 87.86 feet), to a concrete monument at the Point of Curvature, as shown on said plat; thence South 89 degrees 59 minutes 50 seconds West along said South right of way line, a distance of 279.92 feet, (field measure - North 89 degrees 46 minutes 27 seconds West 279.73 feet), to a concrete monument as shown on said plat at the Point of Tangency of said curve, being concave Southerly having a radius distance of 800.00 feet and a central angle of 06 degrees 21 minutes 20 seconds; thence Westerly along said South right of way line, and along said curve, an arc distance of 88.74 feet, through a chord bearing and distance of South 86 degrees 49 minutes 11 seconds West, 88.70 feet (field measure - South 86 degrees 03 minutes 17 seconds West 88.88 feet), to a concrete monument as shown on said plat at the Point of Reverse Curve, being concave Northerly having a radius distance of 827.00 feet and a central angle of 04 degrees 20 minutes 59 seconds; thence Westerly along said South right of way line and along said curve an arc distance of 62.79 feet through a chord bearing and distance of South 85 degrees 48 minutes 59 seconds West 62.77 feet (field measure - South 85 degrees 49 minutes 28 seconds West 62.78 feet) to a concrete monument as shown on said plat at the Point

of Reverse Curve, being concave Southeasterly having a radius distance of 30.00 feet, and a central angle of 87 degrees 59 minutes 38 seconds; thence Southwesterly along said South right of way line and along said curve, an arc distance of 46.07 feet, through a chord bearing and distance of South 43 degrees 59 minutes 41 seconds West, 41.68 feet (field measure - South 44 degrees 04 minutes 50 seconds West 41 .62 feet) to a concrete monument as shown on said plat, said point also being on the East right of way line of S.W. 60th Avenue, (being 100 feet wide); thence South 00 degrees 00 minutes 08 seconds East along said East right of way line, a distance of 730.52 feet (field measure - South 00 degrees 00 minutes 12 seconds East 730.39 feet) to a concrete monument at the Northwest corner of the Water Retention Area, as shown on said plat, thence continue South 00 degrees 00 minutes 08 seconds East along said right of way line and along

the West boundary of said Water Retention Area, a distance of 300.00 feet (field measure - South 00 degrees 01 minutes 56 seconds East 300.17 feet) to a concrete monument at the Southwest corner of said Water Retention Area and to the Point of Beginning of Parcel No. B-C as described herein; thence continue South 00 degrees 00 minutes 08 seconds East along said East right of way line, a distance of 1475.12 feet (field measure - South 00 degrees 00 minutes 54 seconds East 1475.12 feet) to a concrete monument at the Point of Curvature of a curve concave Northeasterly having a radius distance of 25.00 feet and a central angle of 89 degrees 56 minutes 22 seconds, said point being North 89 degrees 50 minutes 53 seconds East 49.92 feet and North 00 degrees 04 minutes 37 seconds East 64.83 feet from the Southwest corner of Section 28, Township 15 South, Range 21 East, thence Southeasterly along the North right of way line of S.W. 38th Street, and along said curve, an arc distance of 39.24 feet, through a field measured chord bearing and distance of South 45 degrees 01 minutes 27 seconds East 35.31 feet to a concrete monument at the Point of Tangency of said curve; thence South 89 degrees 57

minutes 16 seconds East, 40 feet North of and parallel to the South boundary line of said Section 28 and along said North right of way line, a distance of 806.53 feet to a concrete monument marked Permanent Reference Monument No. 8 at the Southwest corner of Lot 5, Block Q, as per aforesaid Plat of Timberwood Third Addition; thence North 0 degrees 00 minutes 05 seconds West along the West boundary line of said Timberwood Third Addition, a distance of 1182.68 feet (field measure - North 00 degrees 00 minutes 57 seconds West 1182.70 feet) to a concrete monument marked Permanent Reference monument No. 7; thence South 89 degrees 56 minutes 56 seconds East along said North boundary line of Lot 15, Block G of said Timberwood Third Addition, a distance of 199.17 feet (field measure - South 89 degrees 59 minutes 40 seconds East 199.22 feet) to a concrete monument marked Permanent Reference monument No. 6; thence North 00 degrees 00 minutes 05 seconds West along said West boundary line a distance

of 575.90 feet (field measure - North 00 degrees 01 minutes 03 seconds West 575.88 feet) to a concrete monument that is South 00 degrees 00 minutes 05 seconds East a distance of 5.03 feet from a concrete monument marked Permanent Reference monument No. 5; thence South 89 degrees 59 minutes 56 seconds West, 0.50 feet North of and parallel with board fence line, a distance of 830.84 feet to a concrete monument on the East boundary line of the aforesaid Water Retention Area, said point is South 00 degrees 00 minutes 08 seconds East a distance of 42.46 feet from a concrete monument at the Northeast corner of said Water Retention Area; thence South 00 degrees 00 minutes 08 seconds East along the said East boundary line, a distance of 257.54 feet (field measure - South 00 degrees 05 minutes 11 seconds East 257.44 feet) to a concrete monument at the Southeast corner of the said Water Retention Area; thence South 89 degrees 59 minutes 52 seconds East a distance of 200.00 feet (field measure - South 89 degrees 54 minutes 45 seconds West 200.23 feet) to a concrete monument at the Southwest corner of said Water Retention Area and to the Point of Beginning of Parcel No. B-C. Said Parcel

No. B-C lying and being situate in Marion County, Florida.

PARCEL 2

That portion of land in the Southwest 1/4 of Section 28, Township 15 South, Range 21 East and lying South of Timberwood as per Plat Book S, Pages 148 and 149, lying West of Timberwood Third Addition as per Plat Book Y, Pages 64 through 69, all in the Public Records of Marion County, Florida and lying East of S.W. 60th Avenue, being more particularly described as follows:

Commencing at a concrete monument marked Permanent Reference Monument No. 1 at the Northwest corner of Lot 1 , Block G of Timberwood Third Addition as per Plat Book Y, Pages 64 through 69 of the Public Records of Marion County, Florida and proceed North 89 degrees 56 minutes 59 seconds West (field measure - North 89 degrees 57 minutes 54 seconds West), along the South boundary line of Timberwood Subdivision as per Plat Book S, Pages 148 and 149 of the Public Records of Marion County, Florida, and along the South right of way line of S.W. 31st Street a distance of 202.43 feet to a concrete monument at the Point of Beginning of Parcel 2 as described herein; thence continue North 89 degrees 56 minutes 59 seconds West, along said South boundary line and South right of way line a distance of 663.75 feet (field measure - North 89 degrees 57 minutes 54 seconds West 663.71 feet) to a concrete monument as shown on said plat at the Point of Curvature of a curve being concave Northerly, having a radius distance of 540.00 feet and a central angle of 10 degrees 55 minutes 29 seconds; thence Westerly along said South right of way line, and along said curve an arc distance of 102.96 feet

through a chord bearing and distance of North 84 degrees 29 minutes 18 seconds West, 102.81 feet (field measure - North 84 degrees 07 minutes 34 seconds West 102.99 feet), to concrete monument as shown on said plat at a Point of Reverse Curve of a curve being concave Southerly, having a radius distance of 460.00 feet, and a central angle of 10 degrees 58 minutes 39 seconds; thence Westerly along said South right of way line and along said curve an arc distance of 88.13 feet, through a chord bearing and distance of North 84 degrees 30 minutes 53 seconds West 88.00 feet (field measure- North 84 degrees 59 minutes 27 seconds West, 87.86 feet) to a concrete monument at the Point of Curvature as shown on said plat; thence South 89 degrees 59 minutes 50 seconds West, along said South right of way line distance of 279.92 feet (field measure - North 89 degrees 46 minutes 27 seconds West, 279.73 feet) to a concrete monument as shown on said plat, at the Point of Tangency of said curve, being concave Southerly, having a radius distance of 800.00 feet and a central angle of 06 degrees 21 minutes 20 seconds; thence Westerly along said South right of way line and along said curve an arc distance of 88.74 feet, through a chord bearing and distance of South 86 degrees 49 minutes 11

seconds West 88.70 feet (field measure - South 86 degrees 03 minutes 17 seconds West, 88.88 feet) to a concrete monument as shown on said plat at the Point of Reverse Curve, being concave Northerly having a radius distance of 827.00 feet and a central angle of 04 degrees 20 minutes 59 seconds; thence Westerly along said South right of way line and along said curve an arc distance of 62.79 feet through a chord bearing and distance of South 85 degrees 48 minutes 59 seconds West, 62.77 feet (field measure - South 85 degrees 19 minutes 28 seconds West, 62.78 feet); to concrete monument as shown on said plat at the Point of Reverse Curve, being concave Southeasterly having a radius distance of 30.00 feet and a central angle of 87 degrees 59 minutes 38 seconds; thence Southwesterly along said South right of way line and along said curve an arc distance of 46.07 feet, through chord bearing and distance of South 43 degrees 59 minutes 41 seconds West, 41.68 feet (field measure - South 44 degrees 04 minutes 50 seconds West 41.62 feet) to a concrete monument as shown on said plat, said point also being on the

East right of way line of S.W. 60th Avenue (being 100 feet wide); thence South 00 degrees 00 minutes 08 seconds East, along said East right of way line a distance of 730.52 feet (field measure - South 00 degrees 00 minutes 12 seconds East, 730.39 feet) to a concrete monument at the Northwest corner of the water Retention Area as shown on said plat; thence departing from said East right of way line, North 89 degrees 59 minutes 52 seconds East, along the North boundary line of said water Retention area a distance of 200.00 feet (field measure - North 89 degrees 57 minutes 41 seconds East 199.95 feet) to a concrete monument at the Northeast corner of said water Retention Area; thence South 00 degrees 00 minutes 08 seconds East, along the East boundary line of said water Retention Area a distance of 42.46 feet (field measure - South 00 degrees 05 minutes 11 seconds East, 42.46 feet) to a concrete monument; thence departing from said East boundary line, North 89 degrees 59 minutes 56 seconds East, 0.50 feet North of and parallel with a board fence line a distance of 830.84 feet to a concrete monument on the West boundary line of D.RA No. 2 of Block G of aforesaid Timberwood Third Addition; thence North 00 degrees 00 minutes 05 seconds West, along said West boundary line

a distance of 5.03 feet (field measure - North 00 degrees 01 minutes 03 seconds West, 5.03 feet) to a concrete monument marked Permanent Reference monument No. 5; thence North 89 degrees 59 minutes 55 seconds East, along the North boundary line of said D.R.A. No. 2, a distance of 80.00 feet (field measure - North 89 degrees 59 minutes 35 seconds East, 80.00 feet) to a concrete monument marked Permanent Reference monument No. 4; thence North 82 degrees 03 minutes 12 seconds East, along the North boundary line of Lots 5 and 6 of said Block G, a distance of 435.15 feet (field measure - North 82 degrees 04 minutes 35 seconds East 435.10 feet) to a concrete monument marked Permanent Reference monument No. 3, said point being on a curve, concave Easterly and having a radius distance of 2730.00 feet and central angle of 07 degrees 57 minutes 51 seconds; thence Northerly along the West boundary line of Block G of said Timberwood Third Addition, along said curve an arc distance of 379.17 feet, through a chord bearing and distance of North 03 degrees 55 minutes 52 seconds West, 379.17

feet (field measure - North 03 degrees 56 minutes 28 seconds West, 379.35 feet) to a concrete monument marked Permanent Reference monument No. 2, at the Point of Curvature of said curve; thence North 00 degrees 03 minutes 04 seconds East, along said West boundary line a distance of 134.00 feet (field measure - North 00 degrees 03 minutes 04 seconds East, 134.00 feet) to a concrete monument at the Southeast corner of Tract No. 1 (A One Acre Tract); thence departing from said West boundary line North 89 degrees 57 minutes 54 seconds West, a distance of 202.35 feet to the Southwest corner of said Tract No, 1; thence North 00 degrees 01 minutes 41 seconds East, a distance of 216.00 feet to a concrete monument at the Northwest corner of Tract No. 1 and to the Point of Beginning. Said Parcel 2 lying and being situate in Marion County, Florida.

LESS AND EXCEPT all that portion of land noted and shown as a 30 foot drainage right of way as recorded in the Plat of Timberwood, as per Plat Book S, Page 148 and 149 of the Public Records of Marion County, Florida; and Being subject to a 30 foot drainage Easement "A" as shown on the Recorded Plat of Timberwood as per Plat Book S, Pages 148 and 149 of the Public Records of Marion County, Florida.

REVIEWED
For Code Compliance
City of Ocala Growth Management
PD22-44929
TBMI II
5/22/2026
THESE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH ALL CODES WHICH THE CITY OF OCALA ENFORCES. IF THERE ARE ANY ERRORS OR OMISSIONS MADE BY THE PERSON(S) REVIEWING THE PLANS, THIS DOES NOT PRECLUDE THE ENFORCEMENT OF THESE CODES AND NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL THE SAID CODE VIOLATION(S) ARE CORRECTED.

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JAMESON A. FREDERICK
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT 42887001
DATE MARCH 2023
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY JAF

COVER SHEET

60TH AVE PARCELS
PREPARED FOR
TBMI II, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD001

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For Code Compliance
City of Ocala Growth Management
PD22-44929
TBMI II
5/22/2026

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

OCALA INTERNATIONAL AIRPORT

DAY-NIGHT AVERAGE SOUND LEVEL BOUNDARY LINE
SOURCE: CITY OF OCALA AIRPORT LAYOUT PLAN, APRIL 2022

SW 60TH AVE.

EXISTING SIGNAL

PROPOSED RIGHT IN / RIGHT OUT WITH RIGHT TURN LANE

5' LANDSCAPED BUFFER FROM R/W

PROPOSED FULL ACCESS (TYP.)

PROPOSED DIRECTIONAL ACCESS

SW 38TH ST.

COMMERCIAL OUTPARCEL. (TYP.)

COMMERCIAL OUTPARCEL. (TYP.)

± 11.88 ACRES
COM/RES

EXISTING COUNTY D.R.A.
2382-001-001

NO RESIDENTIAL USES IN THIS AREA

PD BOUNDARY (TYP.)

25' RESIDENTIAL BUFFER (TYP.)

TIMBERWOOD SUBDIVISION
ZONING: A-1
MAXIMUM BUILDING HEIGHT: 50'

5' LANDSCAPED BUFFER

EXISTING PARCEL
23817-002-00
TBMI II LLC
±35.0 ACRES

EXISTING PARCEL
23817-002-02
TBMI II LLC
±26.4 ACRES

PHASE 1

PHASE 2

PROPOSED FULL ACCESS

±10' RIGHT OF WAY ACQUISITION

± 49.52 ACRES
RES

25' RESIDENTIAL BUFFER (TYP.)

SECURED AND GATED EMERGENCY ACCESS

SW 31ST ST.

100' SETBACK AND BUILDING HEIGHT RESTRICTION AREA FOR MULTI-FAMILY

100' SETBACK AND BUILDING HEIGHT RESTRICTION AREA FOR MULTI-FAMILY

TIMBERWOOD SUBDIVISION
ZONING: A-1
MAXIMUM BUILDING HEIGHT: 50'

25' RESIDENTIAL BUFFER (TYP.)

THIS PLAN IS CONCEPTUAL IN NATURE. FINAL LAYOUTS WILL BE DETERMINED AT THE SITE PLAN STAGE.

DEVELOPMENT PROGRAM TABLE			
DESIGNATION	ACREAGE	ALLOWABLE USES	DENSITY
COM / RES	± 11.88	• COMMERCIAL • RETAIL • OFFICE • SINGLE FAMILY RESIDENTIAL • MULTI FAMILY RESIDENTIAL • OTHER USES ALLOWED WITHIN LOW INTENSITY LAND USE CLASSIFICATION	85,000 SQFT COMMERCIAL/ RETAIL/OFFICE CONVENIENCE MARKET WITH 16 FUELING POSITIONS
RES	± 49.52	• SINGLE FAMILY RESIDENTIAL • MULTI FAMILY RESIDENTIAL	750 UNITS MAXIMUM

NOTE: RESIDENTIAL DENSITY FROM RES AREA MAY BE ALLOCATED TO COM/RES AREAS

TREE PRESERVATION REQUIREMENTS: EXISTING VIABLE SHADE TREES SHALL BE PRESERVED WITHIN THE PD AS REQUIRED IN SEC. 118-101.b OF THE CITY OF OCALA CODE OF ORDINANCES. IF THE REQUIRED NUMBER OF SHADE TREES CANNOT BE PRESERVED AT THE TIME OF A PARCEL'S DEVELOPMENT, THEN EACH DEVELOPER SHALL MITIGATE PER SEC. 118-101.b. TO PROVIDE THE REQUIRED REPLACEMENT INCHES OR MAKE A PAYMENT INTO THE CITY'S TREE MITIGATION FUND.

MINIMUM TREE COVERAGE: POST-DEVELOPMENT TREE COVERAGE WITHIN THE PD SHALL COMPLY WITH ALL REQUIREMENTS IN SEC. 118 OF THE CITY OF OCALA CODE OF ORDINANCES.

PARKING REQUIREMENTS: EACH DEVELOPMENT WITHIN THE PD SHALL MEET THE REQUIREMENTS IN SECTIONS 122-1001 THROUGH 122-1016 OF THE CITY OF OCALA CODE OF ORDINANCES.

SEE PD STANDARDS FOR SECTIONS A-A AND B-B

GENERAL LOCATION OF GROUND MOUNTED MAIN SIGNAGE, SEE PD STANDARDS FOR REQUIREMNETS

SITE DATA TABLE	
PARCEL IDENTIFICATION NUMBERS	23817-002-00 23817-002-02
TOTAL SITE BOUNDARY	± 61.4 ACRES
REQUIRED OPEN SPACE	25% MINIMUM
REQUIRED AGGREGATE OPEN SPACE	*10%
FLOOD ZONE	X
FEMA PANEL	12083C0514E
LAND USE	LOW INTENSITY
PROPOSED ZONING	PD PLANNED DEVELOPMENT
BUFFER REQUIREMENTS	
NORTHERN & EASTERN BUFFER	25 FEET 50 FEET FOR COMMERCIAL USES
WESTERN & SOUTHERN BUFFER	5 FEET
SETBACK REQUIREMENTS	REFER TO PD STANDARDS
BUILDING HEIGHT REQUIREMENTS	
MAX BUILDING HEIGHT	**45 FEET

* AGGREGATE OPEN SPACE SHALL BE PROVIDED PER SECTION 122-942(4) OF THE CITY OF OCALA LAND DEVELOPMENT REGULATIONS.

** NO HABITABLE MULTI-FAMILY STRUCTURES MAY BE LOCATED WITHIN THE 100 FT. SETBACK RESTRICTION AREA ALONG THE NORTHERN AND EASTERN BOUNDARIES. ANCILLARY STRUCTURES SHALL NOT EXCEED 35 FEET IN HEIGHT WITHIN THIS SETBACK RESTRICTION AREA.

BUILDING ORIENTATION: ALL REAR FACADES MUST BE BUFFERED TO ROADWAYS OR BUILDING FRONTS SHALL FACE THE STREETS.

No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION	-	-

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PHONE: 352-438-3000
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LICENSED PROFESSIONAL
JAMESON A. FREDERICK
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT	42887001
DATE	NOVEMBER 2025
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAF

PLANNED DEVELOPMENT PLAN

60TH AVE PARCELS

PREPARED FOR
TBMI II, LLC

CITY OF OCALA FLORIDA

SHEET NUMBER
PD002

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K:\OCA_Ocala\042887001\TBMI II - 60th Ave Parcels\042-PlanSheets\PD\042887001-00-00-PD Plan\PD002 CONCEPT PLAN.dwg, Layout\PD002 PLANNED DEVELOPMENT PLAN, Feb 13, 2026, XREFs: xBase_042887001 In-addons-sec.dcl, xxy_042887001 Areas Exhibit_Updated.dwg, - 142500002 - Outparcel 1 Residential Concept Plan Ref, Updated Drawing0.dwg

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For Code Compliance
City of Ocala Growth Management
PD22-44929
TBMI II
5/22/2026

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

OCALA INTERNATIONAL AIRPORT

DAY-NIGHT AVERAGE SOUND LEVEL BOUNDARY LINE
SOURCE: CITY OF OCALA AIRPORT LAYOUT PLAN, APRIL 2022

SW 60TH AVE.

5' LANDSCAPE BUFFER FROM R/W

EXISTING COUNTY D.R.A.

± 11.88 ACRES
COM/RES

BOUNDARY (TYP)

25' RESIDENTIAL BUFFER (TYP)

SW 38TH ST.

5' LANDSCAPE BUFFER FROM R/W

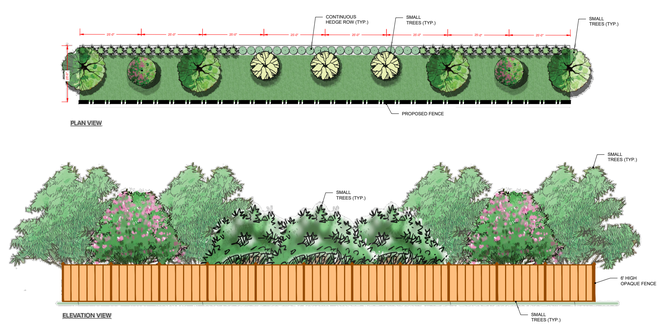
SW 31ST ST.

± 49.52 ACRES
RES

100' BUILDING HEIGHT RESTRICTION AREA

25' RESIDENTIAL BUFFER (TYP)

100' BUILDING HEIGHT RESTRICTION AREA



BUFFER - PLANT PALETTE

COMMON NAME	BOTANICAL NAME
SHADE TREE	
Live Oak	*Quercus virginiana*
Drake Elm	*Ulmus parvifolia 'Drake'*
SMALL TREES	
American Holly	Ilex opaca
Flowering dogwood	Cornus florida
Drake Elm	Ulmus parvifolia
Wax Myrtle	Myrica cerifera
Crape Myrtle	Lagerstroemia indica
Ligustrum Tree	Ligustrum lucidum
HEDGES	
Viburnum	Viburnum suspensum
Red-tip Photinia	Photinia fraseri
Feijoa	Feijoa sellowiana
Podocarpus	Podocarpus macrophyllus
GROUNDCOVER	
Liriope	Liriope muscari
Parson's Juniper	Juniperus chinensis
Glabrata	Arachis glabrata
Bulbine	Bulbine frutescens
Lily of the Nile	Agapanthus africanus

THE FINAL LANDSCAPE AND IRRIGATION CONSTRUCTION PLAN (INTENDED FOR PERMITTING) WILL BE DESIGNED BY A PROFESSIONAL LANDSCAPE ARCHITECT.

5' LANDSCAPE BUFFER
•CONTINUOUS HEDGE ROW

25' LANDSCAPE BUFFER
•6' HIGH OPAQUE FENCE
•CONTINUOUS HEDGE ROW
•1 TREE PER 50 LF (SEE PD STANDARDS)

10' LANDSCAPE BUFFER
•CONTINUOUS HEDGE ROW
•1 TREE PER 50 LF (SEE PD STANDARDS)

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT	42887001
DATE	MARCH 2023
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAF

MASTER LANDSCAPE PLAN

60TH AVE PARCELS

PREPARED FOR
TBMI II, LLC

CITY OF OCALA FLORIDA

SHEET NUMBER
PD003

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K:\OCA_Civil\042887001_TBM II - 60th Ave Parcels\CAD\PlotData\LPD\2023-03-13 PD\PD003 MASTER LANDSCAPE PLAN.dwg, Layout: PD003 MASTER LANDSCAPE PLAN Mar 14, 2023 COLTON.GLASMAN
XREFS: xBorder_042887001 kh-address-sca Drawing1to-Survey_042887001

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PD22-44929
TBMI II
5/22/2026

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

SW 60TH AVE.

SW 38TH ST.

SW 31ST ST.

EXISTING COUNTY D.R.A.

EXISTING PARCEL
23817-002-00
TBMI II LLC
±35.0 ACRES

EXISTING PARCEL
23817-002-02
TBMI II LLC
±26.4 ACRES

EXISTING SLOPE ARROW (TYP.)

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XREFS: xBorder_042887001 xA-address-ocs Drawings\a-Survey_042887001 xLidar_042887001

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK
FLORIDA LICENSE NUMBER
81405

KHA PROJECT	042887001
DATE	MARCH 2023
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	JAF
DATE:	

EXISTING TOPOGRAPHY

60TH AVE PARCELS
PREPARED FOR
TBMI II, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD004

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60TH AVENUE PARCELS

PLANNED DEVELOPMENT

PD STANDARDS

Prepared for:

TBMI II, LLC.

Prepared by:

Kimley-Horn and Associates, Inc.

February 2026

Kimley»Horn

1700 SE 17th Street, Suite 200
Ocala, Florida 34471
352 438 3000

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Development Standards 6
Residential Construction Standards 11
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PD Road Sections 18
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INTRODUCTION

The "60th Avenue Parcels Planned Development" is approximately 61.4 acres located within the City of Ocala (the City), East of SW 60th Avenue and North of SW 38th Street. The Planned Development (PD) comprises of the TBMI II property (parcels: 23817-002-00 and 23817-002-02). The property is located within an area of the City that includes a diverse mix of existing land uses that support the goals defined in the City's Comprehensive Plan.

The "60th Avenue Parcels Planned Development" consists of a diverse development program that allows commercial and mixed-use development generally adjacent to SW 60th Avenue, transitioning to residential uses for the remainder of the PD area.

The PD Plan for "60th Avenue Parcels Planned Development" provides a blueprint for the preferred development patterns, design qualities, and transportation systems, at a conceptual level for this project.

Consistent with requirements for a PD Plan, these PD Standards ("Standards") establish project objectives that are appropriate for planning. It is expected that during review for "60th Avenue Parcels Planned Development", the following activities will take place:

1. Site Plans and/or Subdivision Plans will be prepared and submitted through the City of Ocala development review process showing more detailed site plans, open space areas, circulation routes, access locations, etc., as required by the current City of Ocala procedures.

2. Updates to the Standards may be amended if needed to reflect the design of the tract.

3. Adjustments to the Standards contained in this document will be submitted by the developer and approved by the City, per the requirements of Section 122-946 of the Code of Ordinances.

These Standards serve as the foundation for the planning and development efforts of the plan, following the provisions of the City's PD district and Low Intensity Land Use classification. In compliance with the City's PD requirements, the PD Plan is comprised of several components intended to provide assurance that the development of the property complies with the requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

The Standards have been prepared to encourage and regulate the commercial mixed-use and residential use of the development in accordance with this document, including building and site design elements, which help ensure the provision of sound and sustainable land use planning. These components are more fully described and presented throughout this document and include the PD Plan, delineation and identification of Planning Area and Standards for development. This application is consistent with the City of Ocala's Low Intensity Land Use classification and PD zoning district.

The PD Plan identifies and graphically depicts the Planning Areas or "Tracts" and provides the land uses and density/intensity envisioned within each area. The "Tracts" have been noted in Table 1 below to further identify respective design standards and other guiding principles.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes standards that have been developed based on existing site features, available infrastructure, the City's overall vision for the area and similarly situated residential developments. The PD Plan provides a

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sustainable land use which is compatible internally and with adjacent properties. The standards provide flexibility to best respond to current and future market forces, changes in building and development patterns, and community demographics. The project's proposed densities and intensities are consistent with the Low Intensity Land Use classification of the City's adopted Comprehensive Plan.

Table 1: 60th Avenue Parcels Plan Tracts

Tract	Generalized Land Use	Intent
COM-RES	Mixed-Use Commercial and Residential	Mixed-use commercial/retail, office, and similar uses, including highway commercial uses as generally located along arterial highways or major roadway intersections. Development within this Tract may be in the form of a singular building with one tenant, singular building with multiple tenants and/or series of buildings/lots. Other uses that are allowed, but not required, within this Tract include medical, assisted living, educational and any other use generally consistent with these development types. Residential uses that complement the commercial and similar uses are allowed, but not required, such as multi-family residences, single family residences, and live/work style residences.
RES	Residential	Residential use consisting of single-family detached and multi-family dwelling units. Single-family residential neighborhoods will allow for varying lot sizes to provide opportunity for different economic and social needs. Multi-family neighborhoods will allow for a variety of densities and unit types. This land use allows units such as single family detached, duplexes, townhomes, villas, garden apartments, and multi-family apartments.

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OVERALL GUIDING PRINCIPLES

This PD Master Plan is intended to allow a cohesive blend of commercial and residential uses across the property. Each development Tract within the PD will develop into a safe, attractive, sustainable, connected, and economically viable use.

- The commercial uses shall include those uses permitted under the “Low Intensity” future land use category and are envisioned to include highway commercial uses such as shopping centers, gas and convenience stores, pharmacy, sit-down and fast-food restaurants, general retail and office uses, and open space uses.
- Residential uses will follow principles that promote a high-quality neighborhood development and encourages a sense of place and community. These principles include a diversity of housing styles, shapes, and materials to create variety. Different housing types shall be integrated architecturally in order to give the developments a harmonious appearance. A variety of roof heights, pitches and materials are encouraged. Landscaping should link the neighborhoods to other developments and open spaces.

The following guiding principles are intended to provide a framework for development and provide for implementation of the overall vision.

- Buildings should be organized and arranged to reinforce the primary street edges, to provide for transit opportunities (when appropriate), and to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to strengthen building-to-street relationships and to reinforce a balance between pedestrian and vehicular movements. The location of a building entrance is a key design element that can enhance or detract from a strong building/pedestrian connection. Emphasis shall be placed on logical and rational building entrances and the connection to the primary road frontage of the building.
- The location and design of surface parking is important in establishing the character of the project. Surface parking shall generally be designed as described in Section 122, Article V, Division 29, and Article VI of the Code of Ordinances.
- The project architecture shall promote and enhance a pedestrian scale and orientation on any façade facing a street, through building articulation, transparency, or other design treatments.
- Building form should articulate site access points and other points of interest to assist in pedestrian and vehicular wayfinding.
- Buildings should be articulated to highlight access to building entrances and public/common spaces. Design elements may include but not limited to, canopies, overhangs, recesses, projections, arcades, arches, or display windows.
- The street network should be safe and interconnected, and should support multiple modes of travel including vehicular, bicycling, and pedestrian users. Streets and the roadway network should promote pedestrian activity in a safe and comfortable environment.
- Vehicular service areas for multiple buildings are encouraged to be consolidated whenever possible.
- Access driveways have been designed and are shown to minimize congestion.
- Sidewalks have been designed to allow pedestrian connections between developments.

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- Pedestrian and automobile traffic should be separated to the extent possible. Where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Large parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- Crosswalks may use enhanced paving materials that are complementary to adjacent development.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height and shall be used adjacent to existing residential. Light fixtures may allow for additional elements such as non-commercial banners or hanging planters. Lighting should include cut-off fixtures, where appropriate, and light shall not spill beyond parcel boundaries.

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DEVELOPMENT STANDARDS

This PD is intended to provide for flexibility in design while meeting the City's intent for development in this region. These standards and supporting application materials allow for proper development with intent to minimize impacts to and from adjoining land uses. Site development must be ever mindful of the emphasis on pedestrian connectivity with safe and inviting design addressing convenient access for walking and bicycling for users of the area. Such emphasis shall be achieved at all development stages. The overall program distribution may be adjusted according to the needs of the community, providing the total densities and intensities included in the PD Plan are not exceeded. The "SW 60th Avenue Parcels" PD Plan provides appropriate buffers, setbacks, and development standards to mitigate impacts to existing adjoining uses.

Land uses shall be in accordance with the standards contained within this PD Plan.

This PD Standards book is intended to communicate the general design intent of the project. When the opportunity arises to present a superior design alternative that may not adhere to each and every standard in this book, The City of Ocala may permit such superior design alternative through an administrative review and approval of the referenced project.

Table 2: Development Standards for Commercial and Residential Mixed-Use

Standard	Requirements
Tract size (acres ±)	±11.88 acres
Maximum Lot Coverage (FAR)	0.75
Minimum Front Setback	10-feet
Minimum Lot Size	N/A
Maximum Building Height	Buildings may not exceed 45 feet in height as defined by the City of Ocala Land Development Code.
Parking	Parking shall be pursuant to Section 122, Article V, Division 29, and Article VI of the Code of Ordinances. Developments may provide shared parking facilities as permitted by City Code or by parking study, as allowed under Section 122-1016.
Signage	Signage shall be based on the proposed use and shall be determined at the Site Plan or Subdivision Plan development stage. All business signage within the Planned Development shall be ground mounted signage. Pedestrian and Internal Wayfinding Signage may be provided and shall not be included in the overall site signage calculation. Signage shall be in accordance with the approved PD Plan and subject to the requirements of Chapter 110 of the Code of Ordinances.
Buffers	Buffers shall comply with 122-260, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development.

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Standard	Requirements
Open Space	25% minimum. See notes and site data on plan. Open space shall be clustered into larger tracts/areas. Aggregate Open Space is provided by the overall PD via common area retention facilities, pedestrian facilities, and common area landscaping. Each PD tract plan must demonstrate that the required Open Space areas are provided compliant with Section 122-942 of the Code of Ordinances.
Building Materials	Building Materials for shopping centers and qualifying single retail store developments as defined in 122-3 shall be consistent with the standards included Section 122-923. Building materials for all other buildings shall be determined and reviewed at the time of Site Plan review for development of tracts or sub-tracts.
Building Articulation	Building Articulation for Retail/Commercial uses (single use greater than 35,000 gsf or multiuse with at least one use greater than 25,000 gsf) shall be consistent with the Section 122-923.
Accent Materials	Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics and photographs included in the PD Plan and PD Standards including but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features.
Tracts and Roadway Alignment	Tract acreage and delineation/boundary may be adjusted at the time of the final development plan for engineering and planning considerations.
Access	Tracts shall provide at least one access to a public or private road as generally illustrated on the PD Plan. The number and location of access points to internal roadways may be modified during the Site Plan or Subdivision Plan review process.
Landscape	Landscaping planted within the PD shall meet all requirements in Chapter 118 of the City of Ocala Code of Ordinances. Additionally, no fruit-bearing plant species shall be planted within the PD due to proximity to the Ocala International Airport.
Tree Preservation Requirements	Existing viable shade trees shall be preserved within the PD as required in Sec. 118-101.b of the City of Ocala Code of Ordinances. If the required number of shade trees cannot be preserved at the time of a parcel's development, then each developer shall mitigate per Sec. 118-101.b to provide the required replacement inches or make a payment into the City's tree mitigation fund.
Minimum Tree Coverage	Post-development tree coverage within the PD shall comply with all requirements in Sec.118 of the City of Ocala of Ordinances.

REVIEWED
for Code Compliance
City of Ocala Growth Management
PD22-44929
TBMI II
5/22/2026
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Table 3: Development Standards for Residential Use

Standard	Requirements
Tract size (acres+/-)	± 49.52 acres
Intensity (Minimum and maximum FAR)	0.0 (min), 0.50 (max)
Minimum Front Setbacks (feet)[1]	10-feet
Minimum Lot Size ·	N/A
Building Height	No building, as defined by the City of Ocala Code of Ordinances, shall exceed 45-feet in height. No habitable multi-family structures shall be permitted within the 100-foot setback height restricted area along the northern and eastern boundaries of the property. Ancillary non-habitable structures may be permitted within the 100-foot setback height-restricted area. Such structures shall not exceed 35-feet in height. Ancillary non-habitable structures include garages, carports, walls, fences, pools, and sheds.
Building Materials	Residential Building Construction Standards shall meet the minimum requirements defined on pages 10-12 of this document.
Building Service Areas	Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping.
Dumpsters	Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building.
Parking	Parking shall be pursuant to Article VI of the Land Development Code. Developments may provide shared parking facilities as permitted by City Code or detailed parking study.
Utilities	Utilities should be located/buried such that tree installations are possible.
Lighting	Lighting assemblies along driveways shall be consistent in type and color and should generally not exceed 16 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Lighting should be directed away from adjacent properties and no more than 1 foot candle is permitted beyond property lines. Light fixtures may allow for additional elements such as banners or hanging planters.
Signage	Signage shall be based on the proposed use and shall be determined at the Site Plan or Subdivision Plan development stage. All business signage within the Planned Development shall be ground mounted signage. Pedestrian and Internal Wayfinding Signage may be provided and shall not be included in the overall site signage calculation. Signage shall be in accordance with the approved PD Plan and subject to the requirements of Chapter 110 of the Code of Ordinances.

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Standard	Requirements
Buffers[1]	Landscaped buffers twenty-five feet in width shall be provided adjacent to single family residential developments along the east and north boundaries. Buffers shall comply with 122-260, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development.
Open Space	25% minimum. See notes and site data on plan. Open space shall be clustered into larger tracts/areas.
Exterior Elevations	Exterior elevation examples are provided within this booklet.
Accent Materials	Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics included in the PD Plan including, but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features.
Lots and Roadway Alignment	Lot acreage and delineation/boundary may be adjusted at the time of the formal site plan for engineering and planning considerations, subject to City approval.
Access	Lots shall be provided access to the public roadways as generally illustrated on the PD Plan.
Landscape	Landscaping planted within the PD shall meet all requirements in Chapter 118 of the City of Ocala Code of Ordinances. Additionally, no fruit-bearing plant species shall be planted within the PD due to proximity to the Ocala International Airport.
Tree Preservation Requirements	Existing viable shade trees shall be preserved within the PD as required in Sec. 118-101.b of the City of Ocala Code of Ordinances. If the required number of shade trees cannot be preserved at the time of a parcel's development, then each developer shall mitigate per Sec. 118-101.b to provide the required replacement inches or make a payment into the City's tree mitigation fund.
Minimum Tree Coverage	Post-development tree coverage within the PD shall comply with all requirements in Sec.118 of the City of Ocala of Ordinances.

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Table 4: Setback Requirements for Commercial and Residential Uses

Use	Setback Requirements
Commercial	Front Setback: 10-feet Side Yard Setback: 10-feet Rear Yard Setback: 20-feet
Multi-Family Residential	Front Setback*: 10-feet Side Yard Setback*: 10-feet Rear Yard Setback*: 20-feet *No multi-family residential buildings are to be located within the 100' building height restriction area. Ancillar Structure Rear and Side Yard Setbacks: 20-feet
Single-Family Residential	<u>Attached*:</u> Front Setback: 10-feet Side Yard Setback: 0-feet Side Street Setback: 10-feet Rear Yard Setback: 20-feet Ancillary Structures are allowed in the Rear Yard only. Ancillary Structure Rear and Side Yard Setbacks: 5-feet <u>Detached*:</u> Front Setback: 10-feet Side Yard Setback: 5-feet Side Street Setback: 10-feet Rear Yard Setback: 20-feet *No single-family residential buildings are to be located within the required 25' buffers.

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RESIDENTIAL CONSTRUCTION STANDARDS

1. GENERAL

a. Brick veneer, masonry blocks or stucco exterior walls shall be grouted or caulked airtight.

b. At the penetration of exterior walls by pipes, ducts, or conduits, the space between the wall and pipes, ducts or conduits shall be caulked or filled with mortar.

c. Window and/or through-the-wall ventilation units (excluding bathroom and dryer exhaust units) shall not be used.

d. Through-the-wall door mailboxes shall not be used.

2. EXTERIOR WALLS

a. Exterior wall assemblies other than as described in this section shall have a laboratory sound transmission class rating of at least STC-39, exclusive of windows and exterior wall penetrations.

b. Masonry walls having a surface weight of at least 25 pounds per square foot do not require a furred (stud) interior wall. At least one surface of concrete block walls shall be plastered or painted with heavy "bridging" paint.

c. Stud walls shall be at least 4-inch in nominal depth and shall be finished on the outside with siding-on-sheathing, stucco, or brick veneer.

1) Interior surface of the exterior walls shall be of gypsum board or plaster at least ½-inch thick, installed on the studs.

2) Continuous composition board, plywood or gypsum board sheathing at least ½-inch thick shall cover the exterior side of the wall studs behind wood or metal siding. Asphalt or wood shake shingles are acceptable in lieu of siding.

3) Sheathing panels shall be butted tightly and covered on the exterior with overlapping building paper. The top and bottom edges of the sheathing shall be sealed.

4) Insulation material at least 2-inch thick shall be installed continuously throughout the cavity space behind the exterior sheathing and between wall studs. Insulation shall be glass fiber or mineral wool.

3. WINDOWS

a. Windows other than as described in this section shall have a laboratory sound transmission class rating of at least STC-28.

b. Glass shall be at least 3/16-inch thick.

c. All operable windows shall be weather stripped and airtight when closed so as to conform to an air infiltration test not to exceed 0.5 cubic foot per minute per foot of crack length in accordance with ASTM E -283-65-T.

d. Glass of fixed-sash windows shall be sealed in an airtight manner with a non-hardening sealant, or a soft elastomer gasket or glazing tape.

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e. The perimeter of window frames shall be sealed airtight to the exterior wall construction with a sealant conforming to one of the following Federal Specifications: TT-S-00227, TT-S-00230, or TT-S-00153.

f. The total area of glass in both windows and doors in sleeping spaces shall not exceed 20% of the floor area.

4. DOORS

a. Doors, other than as described in this section shall have a laboratory sound transmission class rating of at least STC-28.

b. All exterior side-hinged doors shall be solid-core wood or insulated hollow metal at least 1-3/4-inch thick and shall be fully weather stripped.

c. Exterior sliding doors shall be weather stripped with an efficient airtight gasket system with performance as specified in Paragraph 3.c. above. The glass in the sliding doors shall be at least 3/16-inch thick.

d. Glass in doors shall be sealed in an airtight non-hardening sealant or in soft elastomer gasket or glazing tape.

e. The perimeter of door frames shall be sealed airtight to the exterior wall construction as described in Paragraph 3.e. above.

5. ROOFS

a. Combined roof and ceiling construction other than described in this Paragraph and Paragraph 6 shall have a laboratory sound transmission class rating of at least STC-39.

b. With an attic or rafter space at least 6-inch deep, and with a ceiling below, the roof shall consist of closely butted ½-inch composition board, plywood or gypsum board sheathing topped by roofing as required.

c. If the underside of the roof is exposed, or if the attic or rafter spacing is less than 6-inch, the roof construction shall have a surface weight of at least 25 pounds per square foot. Rafters, joists, or other framing may not be included in the surface weight calculation.

d. Window or dome skylights shall have a laboratory sound transmission class rating of at least STC-28.

6. CEILINGS

a. Gypsum board or plaster ceilings at least ½-inch thick shall be provided where required by Paragraph 5.b. above. Ceilings shall be substantially airtight, with a minimum number of penetrations.

b. Glass fiber or mineral wool insulation at least 2-inch thick shall be provided above the ceiling between joists.

7. FLOORS

a. Openings to any crawl spaces below the floor of the lowest occupied rooms shall not exceed 2% of the floor space area of the occupied rooms.

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8. VENTILATION

a. Each residential unit shall be equipped with a mechanical ventilation system that is standard for residential use pursuant to the generally applicable building code (without mechanical makeup air requirements), which system shall provide the minimum air circulation and fresh air supply requirements according to the generally applicable building code for use of the occupied rooms without the need to open any windows, doors, or other openings to the exterior.

b. Gravity vent openings in attic shall not exceed code minimum in number and size.

c. If a fan is used for forced ventilation, the attic inlet and discharge openings shall be fitted with sheet metal transfer ducts of at least 20-gauge steel, which shall be lined with 1-inch-thick coated glass fiber and shall be at least 5 feet long with one 90-degree bend.

d. All vent ducts connecting the interior space to the outdoors, excepting domestic range exhaust ducts, shall contain at least a 5-foot length of internal sound absorbing duct lining. Each duct shall be provided with a bend in the duct such that there is no direct line of sight through the duct from the venting cross section to the room-opening cross section.

e. Duct lining shall be coated glass fiber duct liner at least 1-inch thick.

f. Domestic range exhaust ducts connecting the interior space to the outdoors shall contain a baffle plate across the exterior termination which allows proper ventilation. The dimensions of the baffle plate should extend at least one diameter beyond the line of sight into the vent duct. The baffle plate shall be of the same material and thickness as the bent duct material.

g. Fireplaces shall be provided with well-fitted dampers.

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TYPICAL BUILDING ELEVATIONS, ARTICULATION, AND ACCENT MATERIALS



Gasoline



Restaurant



Restaurant



Retail



Retail

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Retail



Retail



Multi-use

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Multi-use



Multi-family

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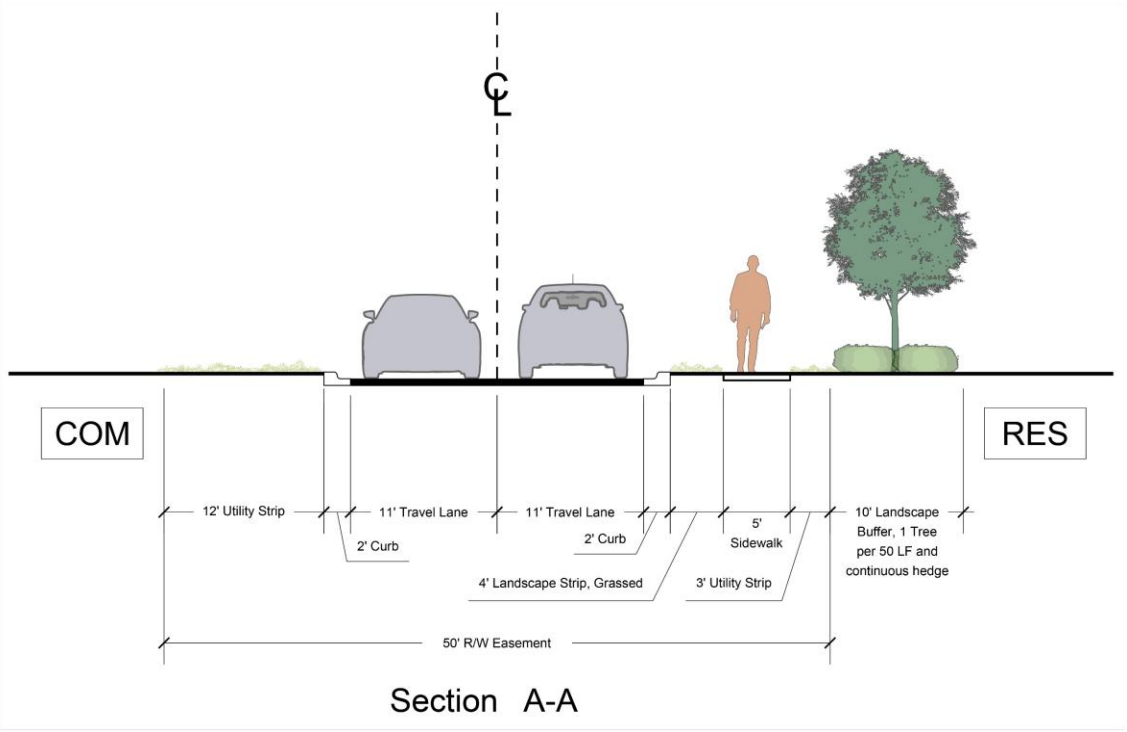
Multi-family



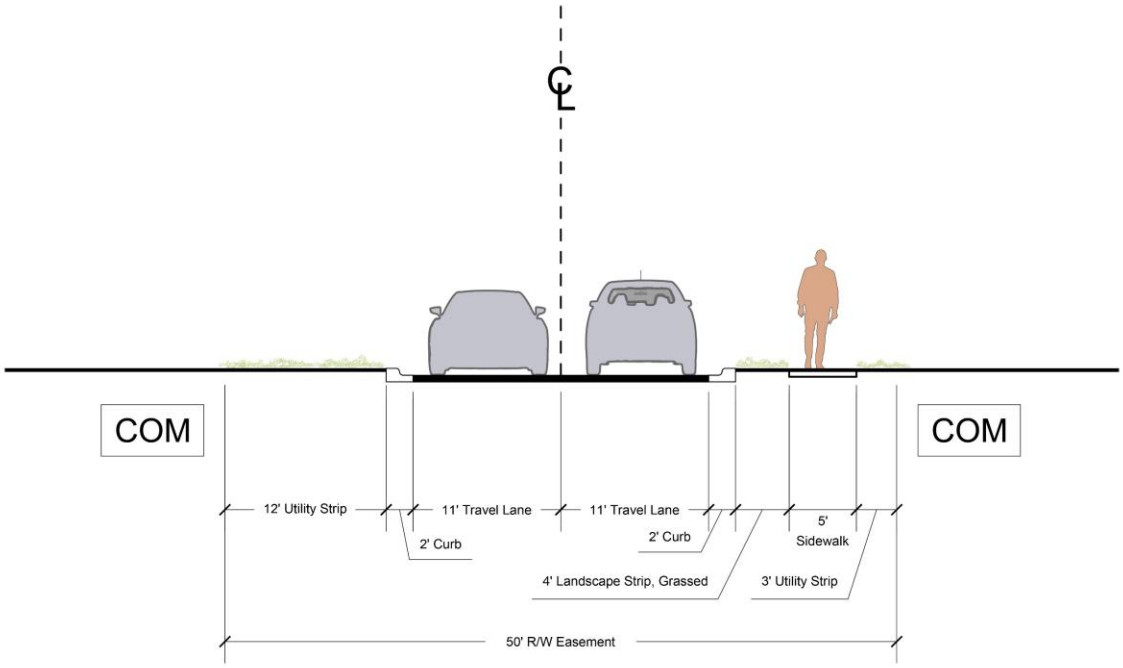
Multi-family

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PD ROAD SECTIONS



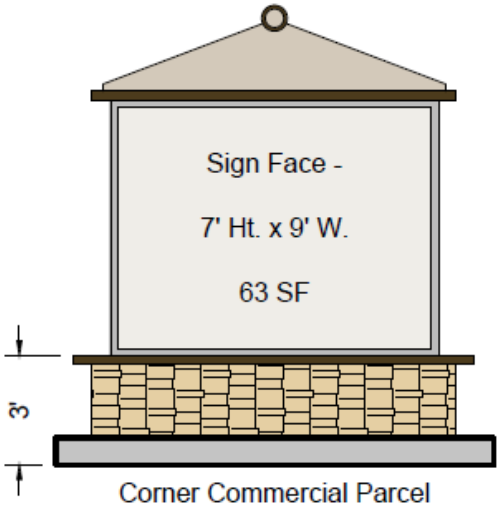
Section A-A



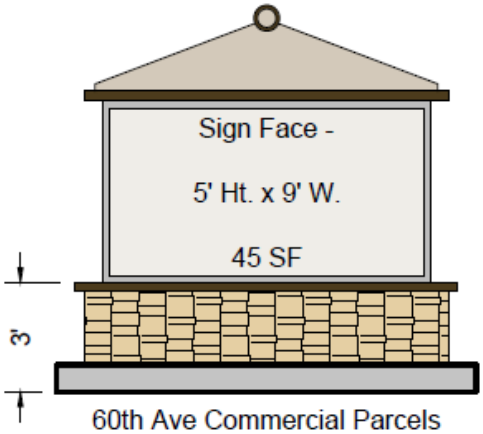
Section B-B

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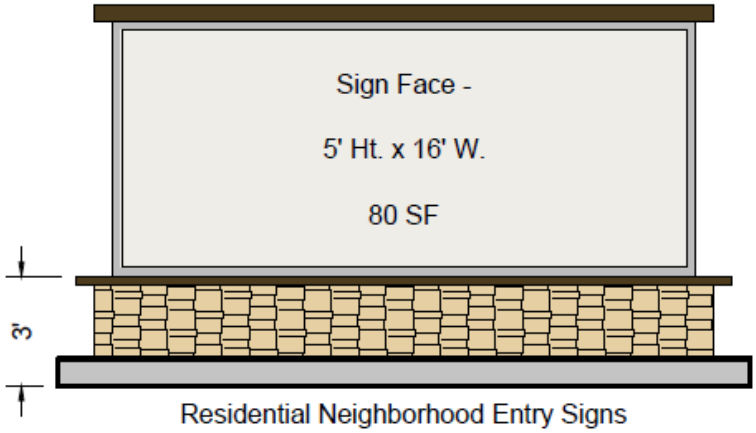
SIGNAGE STANDARDS



Corner Commercial Parcel



60th Ave Commercial Parcels



Residential Neighborhood Entry Signs

Notes:

1. All signs must be ground monument signage.
2. All signs must have consistent base and cap design, colors, and materials.
3. Signs may be internally illuminated, have backlit channel letters and designs, or be illuminated by ground mounted up lights. No electric message boards shall be permitted. Residential Neighborhood entry signs shall not be internally illuminated.
4. A unique wall-mounted design for the residential entry signs may be proposed provided it delivers the same quality of design and is within the size limitation noted.
5. Internal signs not on the external streets, building mounted signage, wayfinding, etc. shall be per the City of Ocala Land Development Code.
6. Commercial signage on 60th Avenue shall be limited to one sign per parcel with a minimum spacing of 150 feet between signs.

File #: 2026-1646 Agenda Item #: 6h.

Submitted By: Karen Cupp

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Mockingbird Ridge Conceptual Subdivision

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
This conceptual subdivision is for Mockingbird Ridge Phases 1-3 of the four-phase Mockingbird Ridge Planned Development. Proposed Phases 1-3 comprise a single-family residential subdivision with 493 lots, five tracts, and 3.74 miles of roadway on 169.38 acres.

The developer is Boyd Development LLC.

The plan was prepared by Kimley-Horn & Associates.

The property is zoned Planned Development (PD) and is part of the Heathbrook Development of Regional Impact.

Key Points:

- The concept plan identifies three phases for the development of this subdivision.

- Lot Setbacks: Front - 20 feet
  Side - five feet (20 feet for street side-yard setback)
  Rear - 10 feet

- Lots will be a minimum of 50 feet wide, with a minimum lot area of 6,000 square feet.

- The typical residential right-of-way is 50 feet with curb and gutter, 10-foot utility easements, and five-

foot sidewalks on both sides.

- Roadways, drainage retention areas, and the conveyance system are proposed for private maintenance by the Homeowners' Association (HOA) and Community Development District (CDD).

- Potable water and sanitary sewer systems will be publicly maintained following the standard one-year maintenance period.

FINDINGS AND CONCLUSIONS:

- The conceptual subdivision plan is designed in accordance with the approved PD plan and Standards Book.

- A developer's agreement for the subdivision is required with the improvement plan submittal and must be approved and recorded prior to submitting the final plat application.

- The amenity center, shown as Tract C, requires a site plan for development.

- The conceptual subdivision plan (Case No. SUB25-0016) was recommended for approval by the Planning and Zoning Commission on June 8, 2026.

Staff recommends approval.

FISCAL IMPACT:
The City will assume responsibility for maintenance of the potable water and sanitary sewer systems following the standard maintenance period.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

May 21, 2026

Applicant: Kimley-Horn & Associates
Developer: Boyd Development LLC

RE: Mockingbird Ridge (SUB25-0016)

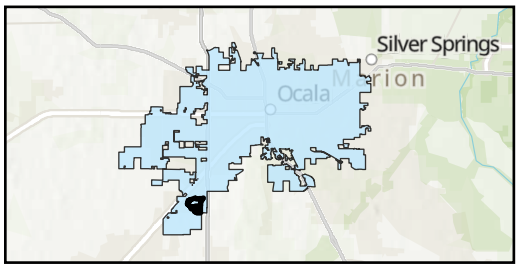
To Whom it May Concern:

The City Engineer's Office, in accordance with the completion of staff review, recommends approval of the conceptual subdivision plan for this 493-lot single-family residential development on 169.38 acres with 3.74 miles of roadway subject to submittal of the developer's agreement, with the improvement plan submittal, to address construction and maintenance of the proposed improvements prior to submittal of the final plat application.

Sincerely,

Sean Lanier, PE, CFM,
City Engineer

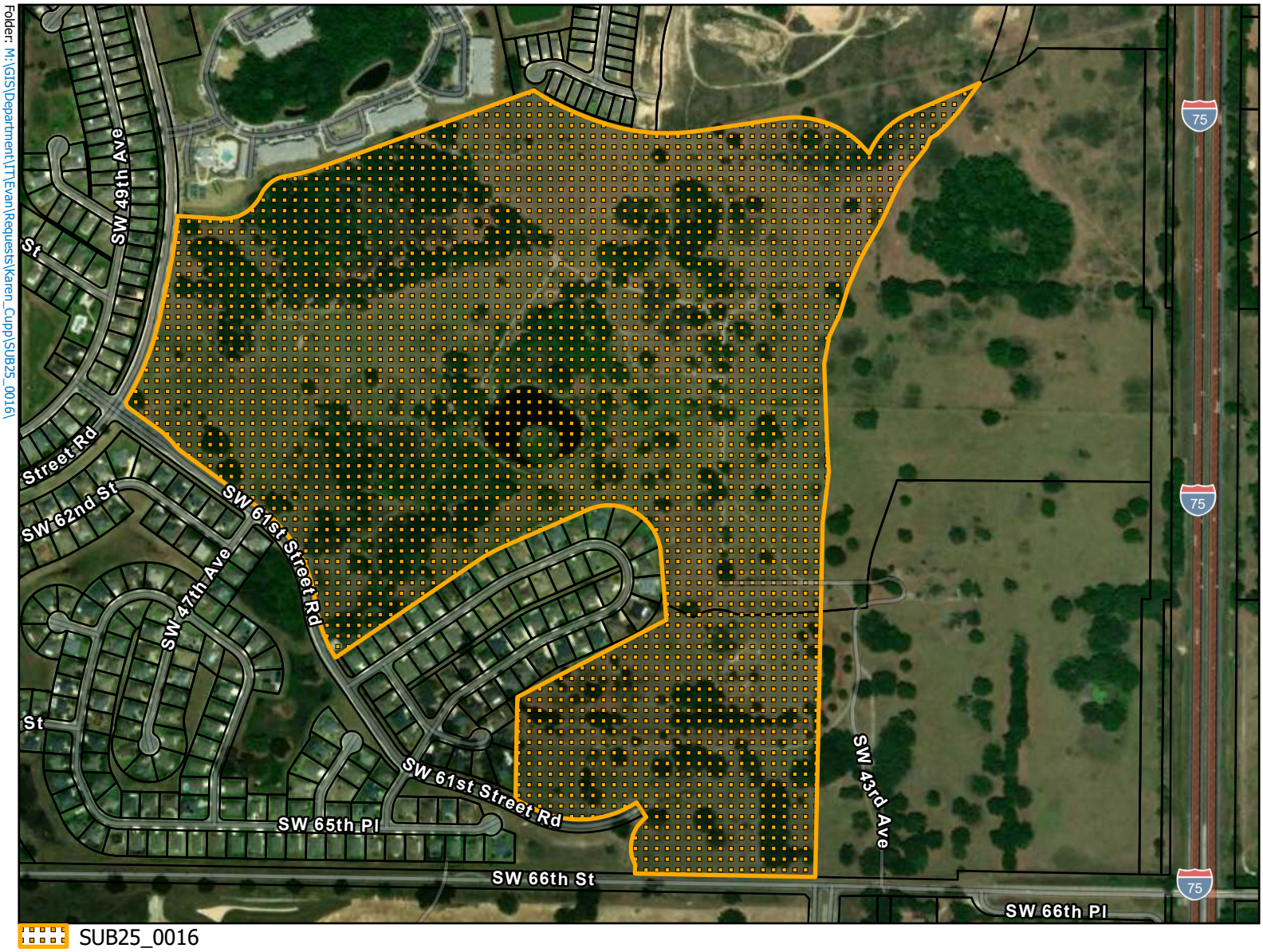
AERIAL MAP



Parcel: 23875-000-01 and 35364-000-00

Property Size: Approximately 169.38 Acres
Land Use Designation: Low Intensity
Zoning: PD, Planned Development
Proposal: A developer's agreement for SUB25-0016

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SUB25_0016

Parcels

0 500 1,000 2,000 Feet

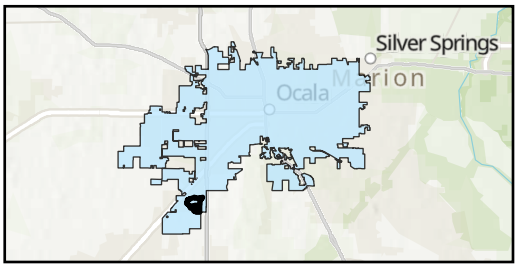
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OCALA

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Prepared by the City of Ocala Growth Management Dep 902 t by ekrepps on 5/19/2026

CASE MAP



Parcel: 23875-000-01 and 35364-000-00

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PD
PUD-03
PD
PUD-02
PD
SW 66th St
SW 49th Rd
SW 61st Rd
SW 65th Pl
75
91 ft

SUB25_0016
INST:Institutional
PUD-02:Planned Unit Development-2 Units
PUD-03:Planned Unit Development-3 Units
Planned Development
Parcels

0 500 1,000 2,000 Feet

N

OCALA

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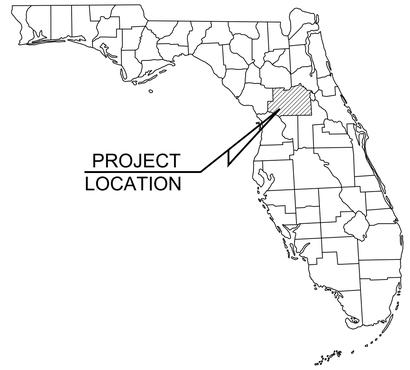
CONCEPTUAL PLANS FOR

MOCKINGBIRD RIDGE

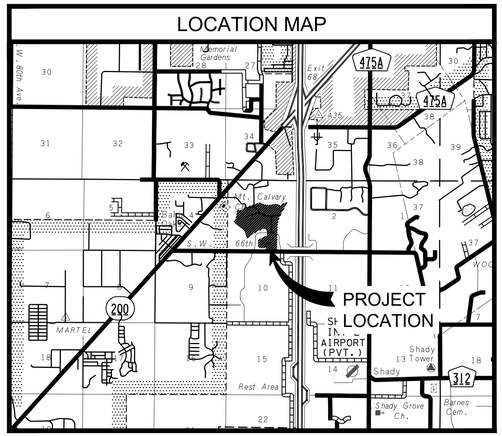
CITY OF OCALA, FLORIDA

SECTION 03,
TOWNSHIP 16 SOUTH,
RANGE 21 EAST

MAY 2026



LOCATION MAP



DRAWING INDEX

SHEET	TITLE
C00.00	COVER SHEET
C01.01	MASTER PLAN
C02.01	GEOMETRY PLAN
C02.02	GEOMETRY PLAN
C02.03	GEOMETRY PLAN
C02.04	GEOMETRY PLAN
C02.05	GEOMETRY PLAN
C02.06	GEOMETRY PLAN
C02.07	GEOMETRY PLAN
C02.08	CURVE TABLE
C02.09	CURVE TABLE
C03.01	UTILITY PLAN
C03.02	UTILITY PLAN
C03.03	UTILITY PLAN
C03.04	UTILITY PLAN
C03.05	UTILITY PLAN
C03.06	UTILITY PLAN
C03.07	UTILITY PLAN
S01 TO S06	BOUNDARY & TOPOGRAPHIC SURVEY (R.M. BARRINEAU AND ASSOCIATES)

GENERAL NOTES

LAND USE DEVELOPMENT DATA

PARCEL IDENTIFICATION NUMBER: 23875-000-01 & 35364-000-00

PRESENT ZONING: HEATH BROOK PUD-02

ABUTTING ZONING: NORTH - HEATH BROOK PD
EAST - ROW (SW 49TH AVENUE ROAD)
SOUTH - ROW (SW 66TH STREET)
WEST - ROW (SW 61ST ROAD) HEATH BROOK PUD-02 & PUD-03

LAND USE: LI - (LOW INTENSITY)

PROJECT AREA: 169.38 ACRES

PROPOSED ROAD LENGTH: 3.74 MILES

PROPOSED LOTS: 493 LOTS

WATER
POTABLE WATER WILL BE PROVIDED BY THE CITY OF OCALA.

SEWER
WASTEWATER WILL BE PROVIDED BY THE CITY OF OCALA.

GARBAGE
SOLID WASTE PICKUP WILL BE PROVIDED BY THE CITY OF OCALA.

ROADWAYS
A COMMUNITY DEVELOPMENT DISTRICT (CDD) SHALL PROVIDE PERPETUAL MAINTENANCE FOR THE PRIVATE STREETS, AND NEW, & REPLACEMENT STREET SIGNS.

COMMON AREAS
ALL COMMON AREAS WILL BE MAINTAINED BY THE CDD.

EASEMENTS
ALL EASEMENTS ARE DESIGNATED ON THE PLANS.

TREE LOCATION
EXISTING TREES ARE SHOWN ON THE SURVEY.

FEMA DESIGNATION:
FLOOD CERTIFICATION:
PROPERTY LIES IN FLOOD ZONE "X" - AN AREA OF MINIMAL FLOODING AND FLOOD ZONE "AE" - AN AREA WITH A 1% OF ANNUAL CHANCE FLOODING, PER THE FLOOD INSURANCE RATE MAP NO. 12083C0514E, COMMUNITY PANEL NO. 120330 0514 E & 120160 0514 E EFFECTIVE APRIL 19, 2017.

DRAINAGE
THE DRAINAGE AREAS WILL BE PRIVATELY MAINTAINED BY THE CDD.

LOCAL BENCHMARK
VERTICAL DATUM BASED ON CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINT 0012, ELEVATION 81.82' (NAVD-1988).

ADDITIONAL NOTES
- LOCAL STREETS BEHIND GATED ACCESS WILL BE PRIVATELY MAINTAINED (DESIGN SPEED 30 MPH, POSTED 25 MPH).
- RESIDENTIAL IRRIGATION IS VIA POTABLE WATER SYSTEM.
- DEVELOPMENT OF THE PROPERTY AS SHOWN ON THIS PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE HEATH BROOK PLANNED UNIT DEVELOPMENT 02.
- SOLID WASTE IMPACT FEE IS DUE AND PAYABLE FOR EACH RESIDENTIAL UNIT AT THE TIME OF FINAL PLAT. THE COST IS BASED ON FEE ESTABLISHED AT THAT TIME (CURRENTLY $265.00 PER BUILDABLE LOT).
- PROPOSED FIRE MAINS AND FIRE HYDRANTS TO BE INSTALLED, COMPLETED, PRESSURE TESTED, RECEIVE FDEP LETTER OF CLEARANCE, ACCEPTABLY FLOW TESTED AND OTHERWISE SATISFACTORY TO BE PLACED IN SERVICE PRIOR TO VERTICAL BUILDING CONSTRUCTION WORK. EXCEPTION: FULLY-FUNCTIONAL EXISTING FIRE HYDRANTS WITHIN 400 FEET OF THE PROPOSED BUILDING OR APPROVAL BY THE OCALA FIRE/RESCUE DEPARTMENT FIRE MARSHAL. NFPA 1 6TH ED - 18.5.3.

TRAFFIC STATEMENT

CALCULATIONS ARE IN ACCORDANCE WITH THE APPROVED HEATH BROOK DRI DEVELOPMENT ORDER AND RELATED CONCURRENCY AGREEMENT. THE AMENDED AND RESTATED DEVELOPMENT ORDER (ARDO) IS RECORDED AT O.R. BOOK 6840, PAGE 824, AND THE FIRST AMENDMENT TO THE ARDO IS RECORDED AT O.R. BOOK 7948, PAGE 840 PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

THE PROPOSED DEVELOPMENT WILL CONSIST OF 592 RESIDENTIAL DWELLING UNITS. SINGLE FAMILY HOMES (GATED COMMUNITY) RATE APPLIES. A TRIP RATE OF 0.60 TRIPS PER DWELLING UNIT AND INTERNAL CAPTURE DISCOUNT OF 22% IS APPLIED PER THE APPROVED TRAFFIC STUDY FOR THE DRI (TIA03-0004 APPROVED 8/3/2005).

GROSS TRIPS = 592 S.F.R. (GATED) X 0.60 = 355
PM PEAK HOUR TRIPS = 355 X 0.78 = 277

REQUIRED TRIPS: 277
PROVIDED TRIPS: 277 TRIPS HAS BEEN ASSIGNED BY OCALA TROPHY TO THE OWNER OF MOCKINGBIRD RIDGE. PER ASSIGNMENT OF TRIPS AND AGREEMENT TO PURCHASE IMPACT FEE CREDITS RECORDED IN MARION COUNTY O.R. BK 8714 PGS 1556-1563.

THE TRIP GENERATION FOR THE PROJECT IS WITHIN THE TRIP ALLOTMENTS WITHIN THE PUD ZONING AND HEATH BROOK DRI.

UTILITY CONTACT LISTING

ELECTRIC
OCALA ELECTRIC UTILITY
1805 NE 30TH AVE
BLDG 400
OCALA, FL 34470
RANDY HAHN
(352) 351-6615

WATER & SEWER
CITY OF OCALA
2100 NE 30TH AVE
OCALA, FL 34470
STACEY FERRANTE
(352) 351-6775

PHONE
CENTURYLINK
1325 BLAIRSTONE RD
RM 113
TALLAHASSEE, FL 32301
BILL MCCLOUD
(850) 599-1444

INTERNET
COX CABLE
4040 NE 49TH AVE
OCALA, FL 34470
MICHELLE OSBORNE
(478) 314-3577

PROJECT OWNER AND CONSULTANTS

OWNER/APPLICANT:
BOYD DEVELOPMENT, LLC
1720 SE 16TH AVENUE, BLDG. 200
OCALA, FL 34471

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200
OCALA, FLORIDA 34471
(352) 438-3000

SURVEYOR:
R.M. BARRINEAU AND ASSOCIATES
1309 SE 25TH LOP, SUITE 103,
OCALA, FLORIDA 34471
(352) 622-3133

GEOTECHNICAL ENGINEERING CONSULTANT
GEOTECH, INC.
1016 SE 3RD AVE.
OCALA, FLORIDA 34471
(352) 694-7711

CITY OF OCALA - MINIMUM TREE COVERAGE REQUIREMENTS

Per City of Ocala Code of Ordinances, Article II, Sec. 118-101(a.): Any proposed developmend shall confirm to the following minimum tree coverage requirements: (1.) On sites other than those zoned industrial and GU (airport/non-aviation), shade trees shall be provided on a basis of one shade tree per every 5,000 SF of total site of the area. Preserved trees shall be 4" DBH or larger (regulated) and be of a species as included in 'Shade Tree' definition of Sec. 118-32. Definitions. Proposed shade trees shall be 3-1/2" caliper minimum and Florida No. 1. (4.) Ornamental trees may be used in lieu of up to 25% of required shade trees unless industrial (beyond the first 50-ac) and sizes zoned GU, in which they may be used up to 50%. Two ornamental trees, 1-1/2" cal. and 6' ht., must be proposed for each required shade tree. 5.) When 10 or more shade trees are required, a minimum of 25% of required shade trees must be Live Oaks.

Total Site Area	7378193	SF
Site Zone	Other than IND/GU	
Required Shade Trees at 1 shade tree per 5,000 SF	1476	Trees
Preseved Shade Trees	0	Trees
Proposed Shade Trees	0	Assumed
Proposed Shade Trees being replaced with Ornamental Trees (2:1)	0	Assumed
Proposed Ornamental Trees	0	x % Shade Trees
Required Amount of Live Oaks (25%)	369	Trees
Amount of Live Oaks, Preserved + Proposed (25%)	369	Trees
Total Shade Trees On Project (Preserved + Proposed)	0	Trees
Difference / Requirement Met	-1476	NOT MET

CITY OF OCALA - PRESERVATION OF EXISTING TREES

Per City of Ocala Code of Ordinances, Article II, Sec. 118-101(b.): Existing viable shade trees shall be retained on the develpoed site per the following minimum standards.

Total Site Area	169.38	AC
Existing Viable Shade Trees	759	Trees
Resulting Shade Trees Per Acre	5.0	Trees
Category of Resulting Shade Trees Per Acre	65% Preserved	
Required As Preserved: 65%	494	Trees
Preserved Viable Shade Trees	0	Trees
Difference / Requirement Met	-494	NOT MET
NOTE: As design progresses, efforts will be made to preserve as many viable shade trees beyond the minimum requirement as possible. A tree preservation and removal plan will be provided with the project's forthcoming Site Development Review submittal.		
NOTE: If the minimum is reduced due to hardship, then the diameters of the largest existing shade trees that had to be removed will be made up with replacement 3-1/2" cal. proposed shade trees. These will be planted in addition to the above requirements.		
Total DBH of largest 494 removed trees	12156	IN
Resulting Replacement Trees, in addition to above requirements	3474	Trees

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PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001		
DATE	MAY 2026		
SCALE	AS SHOWN	DESIGNED BY	KHA
		DRAWN BY	WRC
		CHECKED BY	RVB

COVER SHEET

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C00.00

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XREFs: dboster-242387001 kh-address-ocal DrawingDate, rm_marion

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XREFs: xBorder-242387001 tx-address-ocala DrawingData dBase-242387001 xSurvey-110SALT A EXP xSurvey-142800009

RIDGE AT HEATH BROOK PHASE 1 (PLAT BOOK 14 PAGE 115)

PARCEL NO. 2389-600-000
OWNER: PARKSIDE OCALA, LLC

PARCEL NO. 23877-000-00
OWNER: OCALA TROPHY, LTD

PARCEL NO. 23875-003-00
OWNER: FORESTAR USA REAL ESTATE GROUP, INC

PARCEL NO. 23877-004-07
OWNER: FORESTAR USA REAL ESTATE GROUP, INC.

TRACT A
OPEN SPACE AND DRAINAGE

TRACT B
OPEN SPACE, DRAINAGE AND PRESERVE

TRACT C
AMENITY CENTER

TRACT D

SHEET XX.01

SHEET XX.02

SHEET XX.03

SHEET XX.04

SHEET XX.05

SHEET XX.06

SHEET XX.07

PHASE 1
PHASE 2

SW 49TH ROAD
SW 61ST ROAD
SW 62ND LOOP
SW 66TH STREET
SW 40TH AVENUE

80' R.O.W.
125' R.O.W.
79.5'
24'
18'
25'

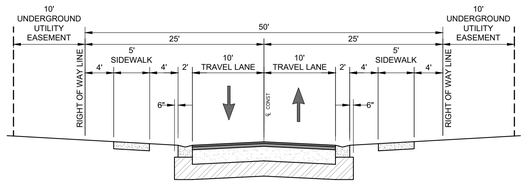
INVERT = 68.93'

WIRE FENCE

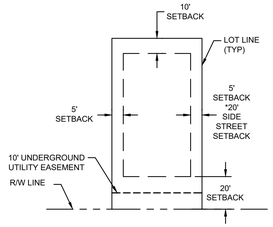
GRAPHIC SCALE IN FEET
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LOCAL RESIDENTIAL
TYPICAL SECTION
50' RIGHT OF WAY



BUILDING SETBACKS AND EASEMENTS
TYPICAL LOT DIAGRAM

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LICENSED PROFESSIONAL

RICHARD V. BUSCHE, P.E.

FLORIDA LICENSE NUMBER
58568

DATE:

KHA PROJECT
242387001

DATE
MAY 2026

SCALE	AS SHOWN
DESIGNED BY	KHA
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CHECKED BY	RVB

MASTER PLAN

MOCKINGBIRD RIDGE PD

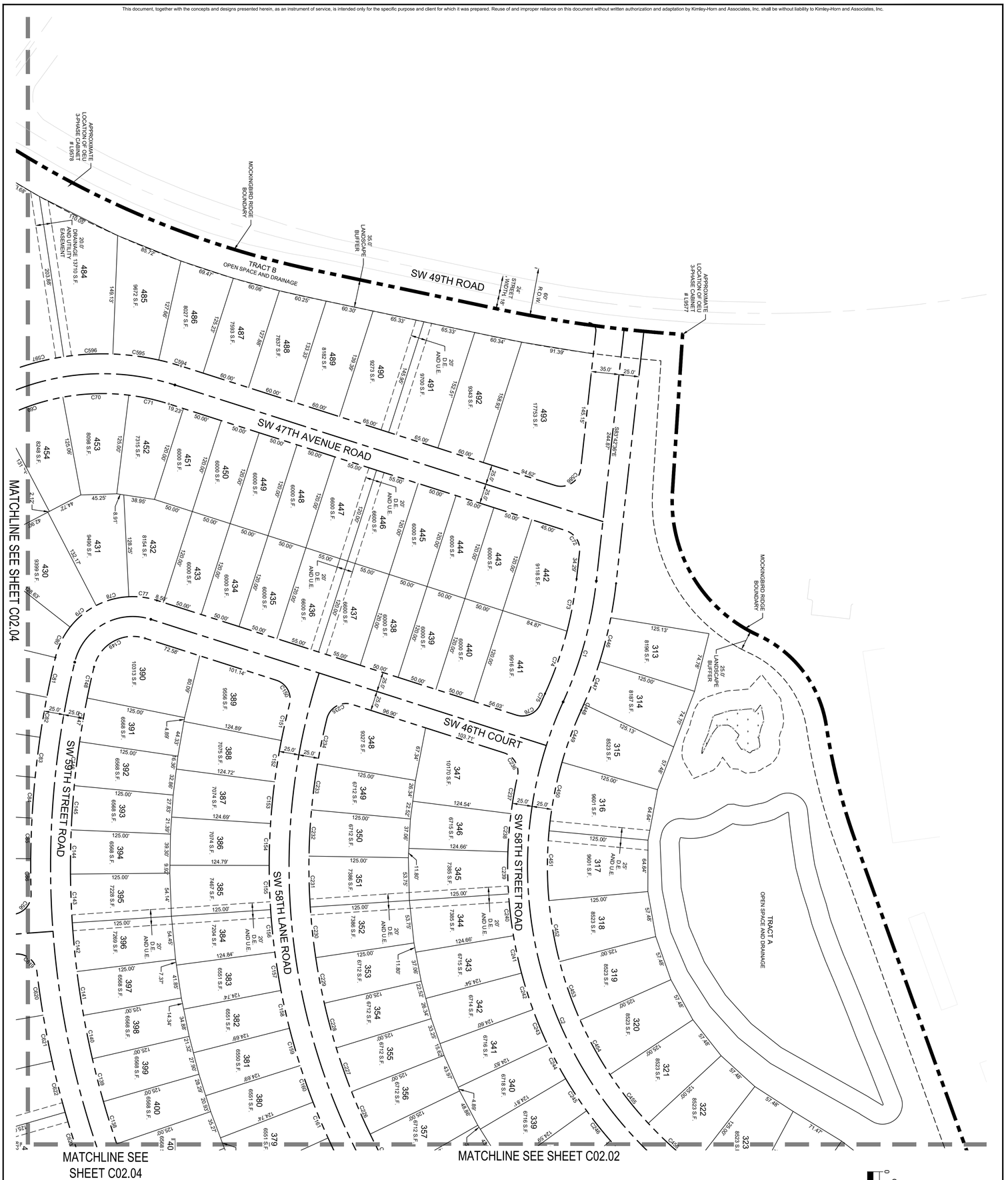
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CITY OF OCALA FLORIDA

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C01.01

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LEGEND:
D.E. DRAINAGE EASEMENT
U.E. UTILITY EASEMENT

NOTE:
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DATE MAY 2026
SCALE AS SHOWN
DESIGNED BY KHA
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CHECKED BY RVB

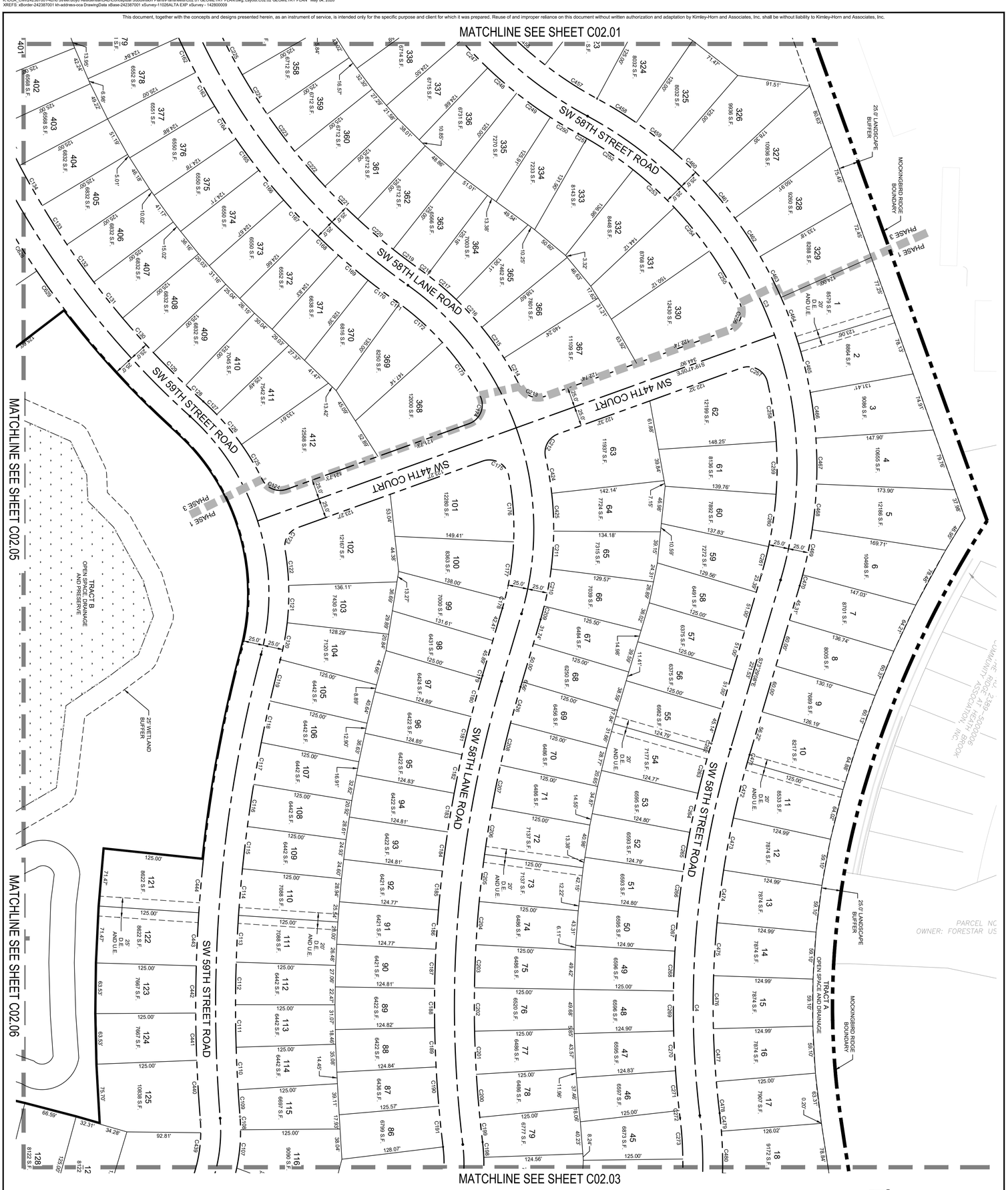
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U.E. UTILITY EASEMENT

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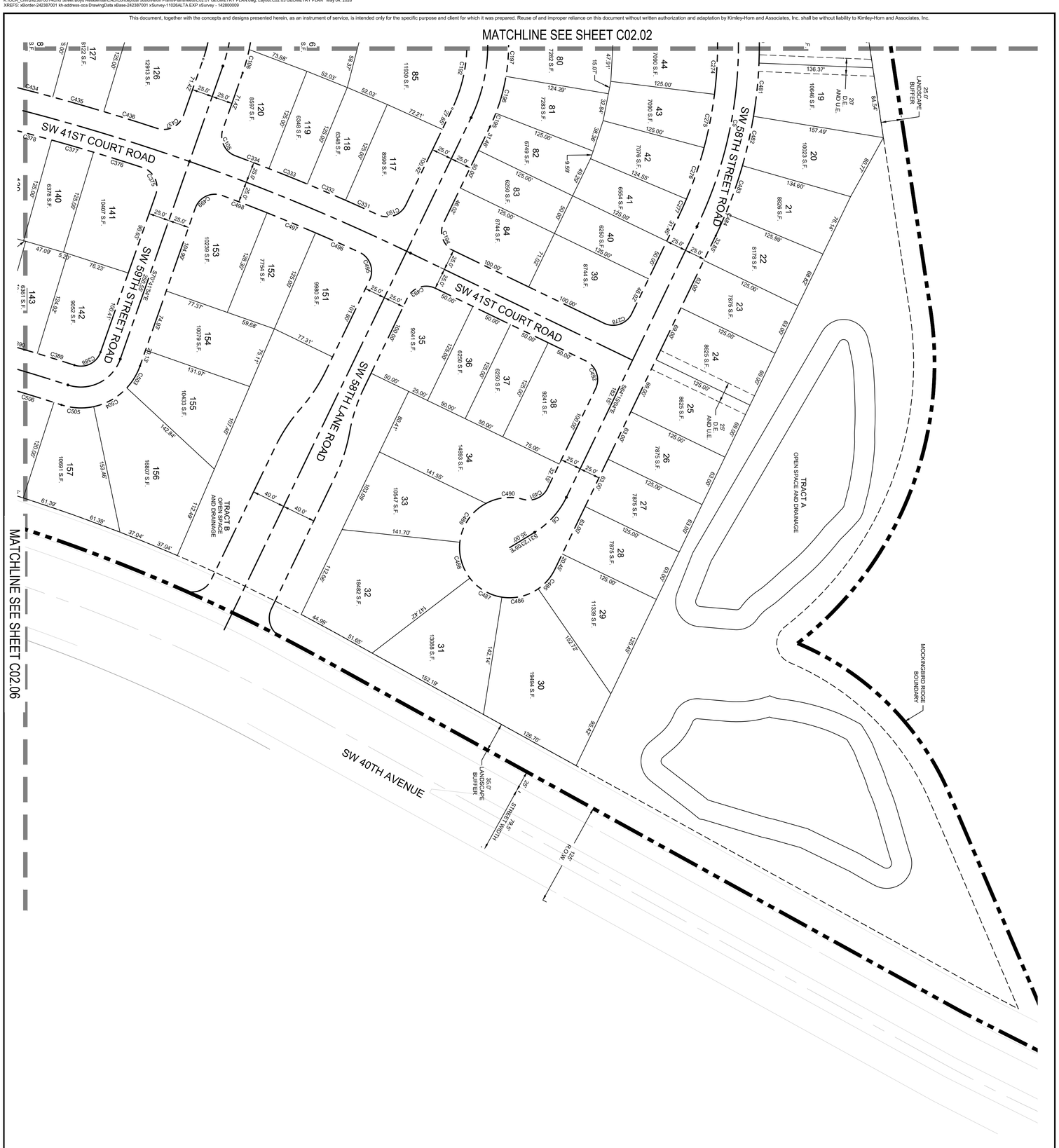
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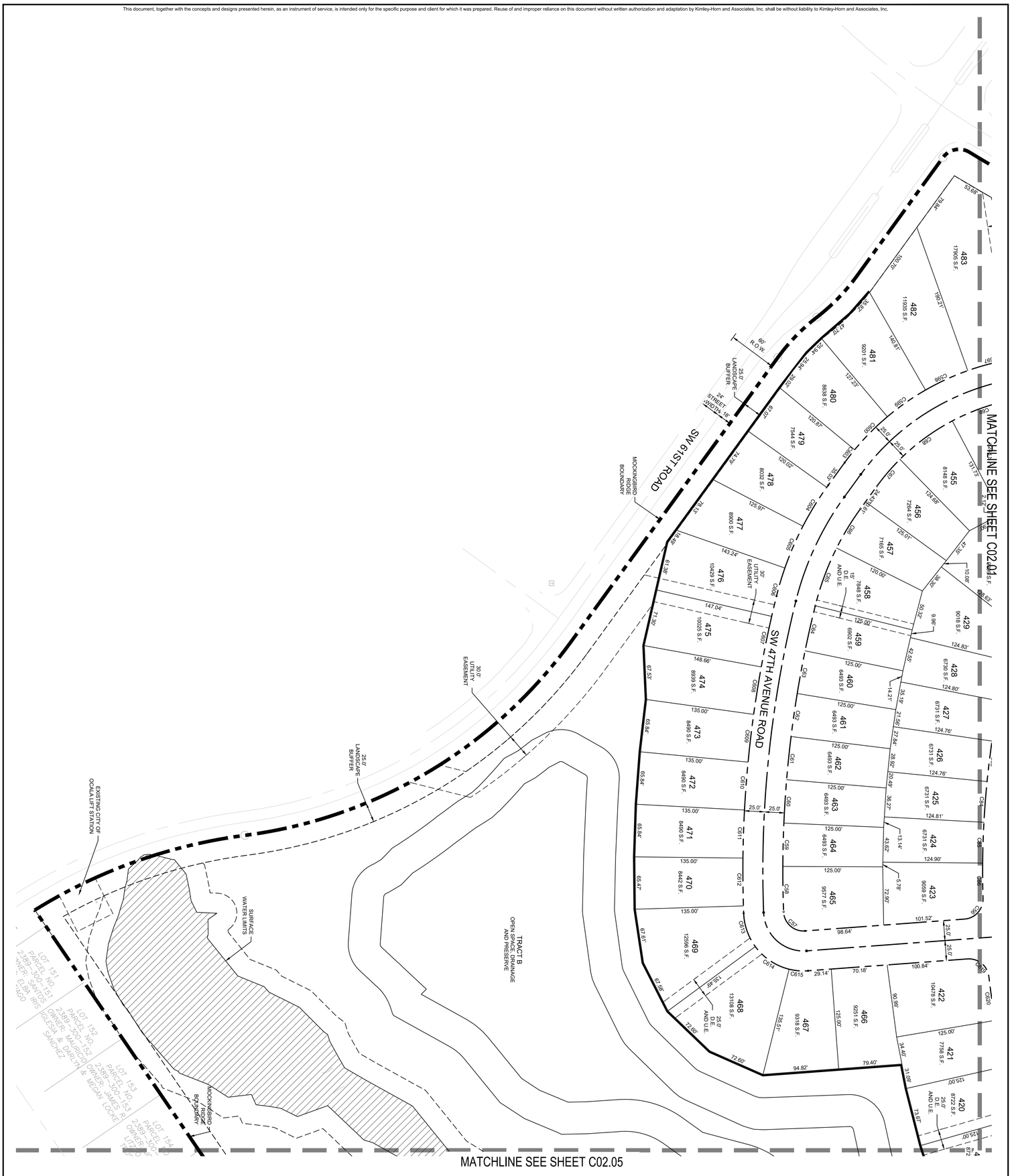
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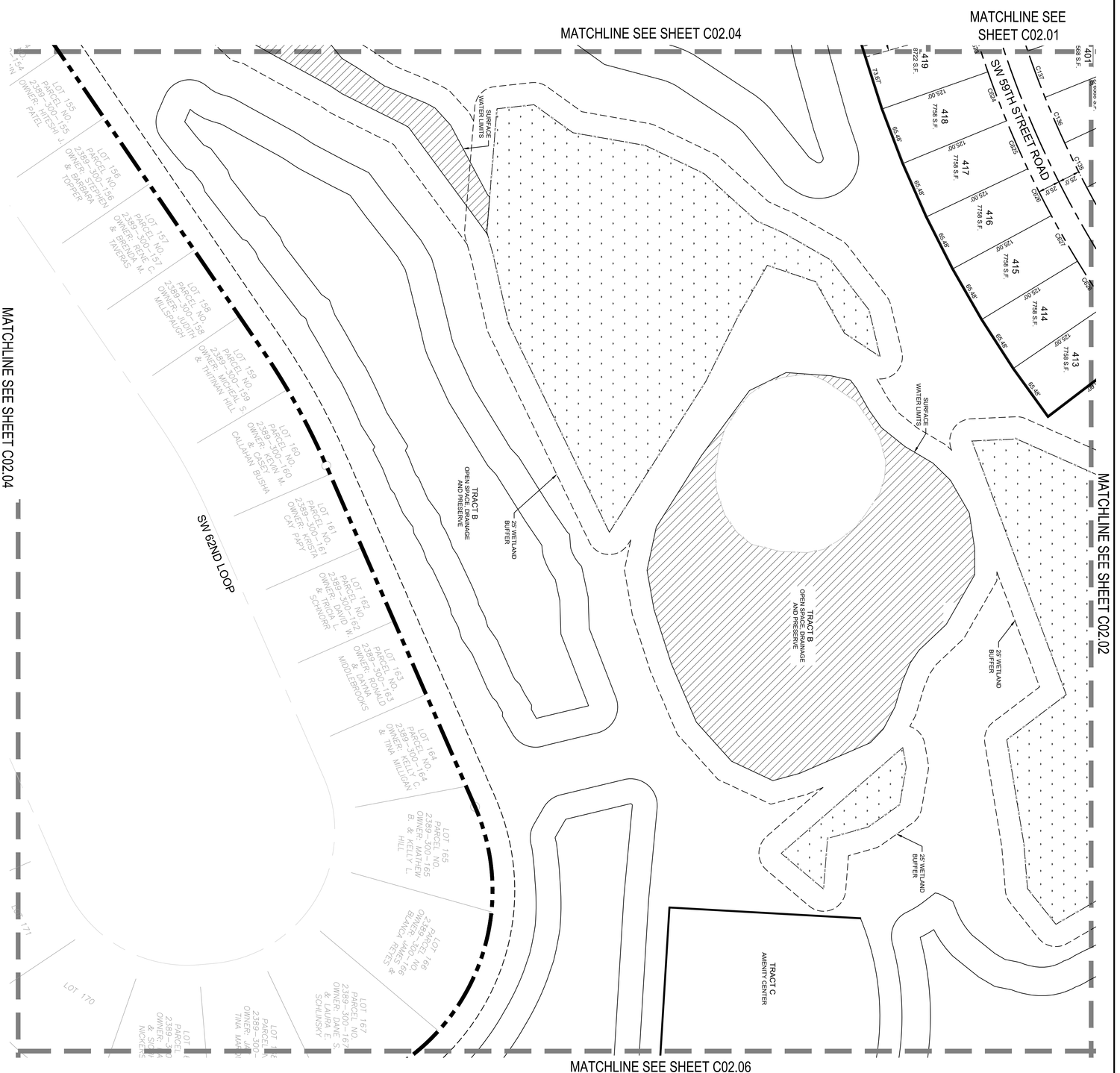
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MATCHLINE SEE SHEET C02.04
MATCHLINE SEE SHEET C02.01
MATCHLINE SEE SHEET C02.04
MATCHLINE SEE SHEET C02.02
MATCHLINE SEE SHEET C02.06
SW 59TH STREET ROAD
SW 62ND LOOP
SURFACE WATER LIMITS
TRACT B OPEN SPACE, DRAINAGE AND PRESERVE
25' WETLAND BUFFER
TRACT C AMENITY CENTER
LOT 155 PARCEL NO. 2389--300--155 OWNER: PATEL NITESH J.
LOT 156 PARCEL NO. 2389--300--156 OWNER: STEPHEN & BARBARA TOPPER
LOT 157 PARCEL NO. 2389--300--157 OWNER: REDA, M. & BRENDA, M. TAVERAS
LOT 158 PARCEL NO. 2389--300--158 OWNER: MILLSPAUGH
LOT 159 PARCEL NO. 2389--300--159 OWNER: MICHAEL S. & THITHINAN HILL
LOT 160 PARCEL NO. 2389--300--160 OWNER: KEVIN M. & CALAHAN BIDHA
LOT 161 PARCEL NO. 2389--300--161 OWNER: SHARDA CAT PAPT
LOT 162 PARCEL NO. 2389--300--162 OWNER: RICHA C. & SONNORR
LOT 163 PARCEL NO. 2389--300--163 OWNER: DONALD & DIANNA MIDDLEBROOKS
LOT 164 PARCEL NO. 2389--300--164 OWNER: LILY G. & TINA MILLIGAN
LOT 165 PARCEL NO. 2389--300--165 OWNER: MATTHEW B. & KELLY L. HILL
LOT 166 PARCEL NO. 2389--300--166 OWNER: BLANCA REECS & MACES
LOT 167 PARCEL NO. 2389--300--167 OWNER: CLAUDIA E. S. SCHLINSKY
LOT 170
419 8722 S.F.
418 7758 S.F.
417 7758 S.F.
416 7758 S.F.
415 7758 S.F.
414 7758 S.F.
413 7758 S.F.
401 568 S.F.
65.48'
126.00'
C0028
C0029
C0030
C0031
C0032
C0033
C0034
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C0038
C0039
C0040
C0041
C0042
C0043
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C0063
C0064
C0065
C0066
C0067

MATCHLINE SEE SHEET C02.02

MATCHLINE SEE SHEET C02.03

MATCHLINE SEE SHEET C02.05

MATCHLINE SEE SHEET C02.07

SW 41ST COURT ROAD

SW 41ST AVENUE ROAD

SW 60TH LANE

SW 40TH AVENUE

TRACT B
OPEN SPACE AND DRAINAGE

TRACT C
AMENITY CENTER

TRACT F

MASONRY RETAINING WALL

LS

PHASE 1

PHASE 2

35.0' BUFFER

MOCKINGBIRD RIDGE BOUNDARY

35.0' LANDSCAPE BUFFER

125' R.O.W.

35.0' LANDSCAPE BUFFER

25' STREET WIDTH

79.5'

20' D.E. AND U.E.

25' D.E. AND U.E.

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

LEGEND:

D.E. DRAINAGE EASEMENT

U.E. UTILITY EASEMENT

NOTE:

CURVE DIMENSIONS AND INFORMATION CAN BE SEEN ON SHEETS C02.08 AND C02.09.

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PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL

RICHARD V. BUSCHE, P.E.

FLORIDA LICENSE NUMBER
58568

DATE:

KHA PROJECT
242387001

DATE
MAY 2026

SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

MOCKINGBIRD RIDGE PD

PREPARED FOR
BOYD DEVELOPMENT, LLC

CITY OF OCALA FLORIDA

GEOMETRY PLAN

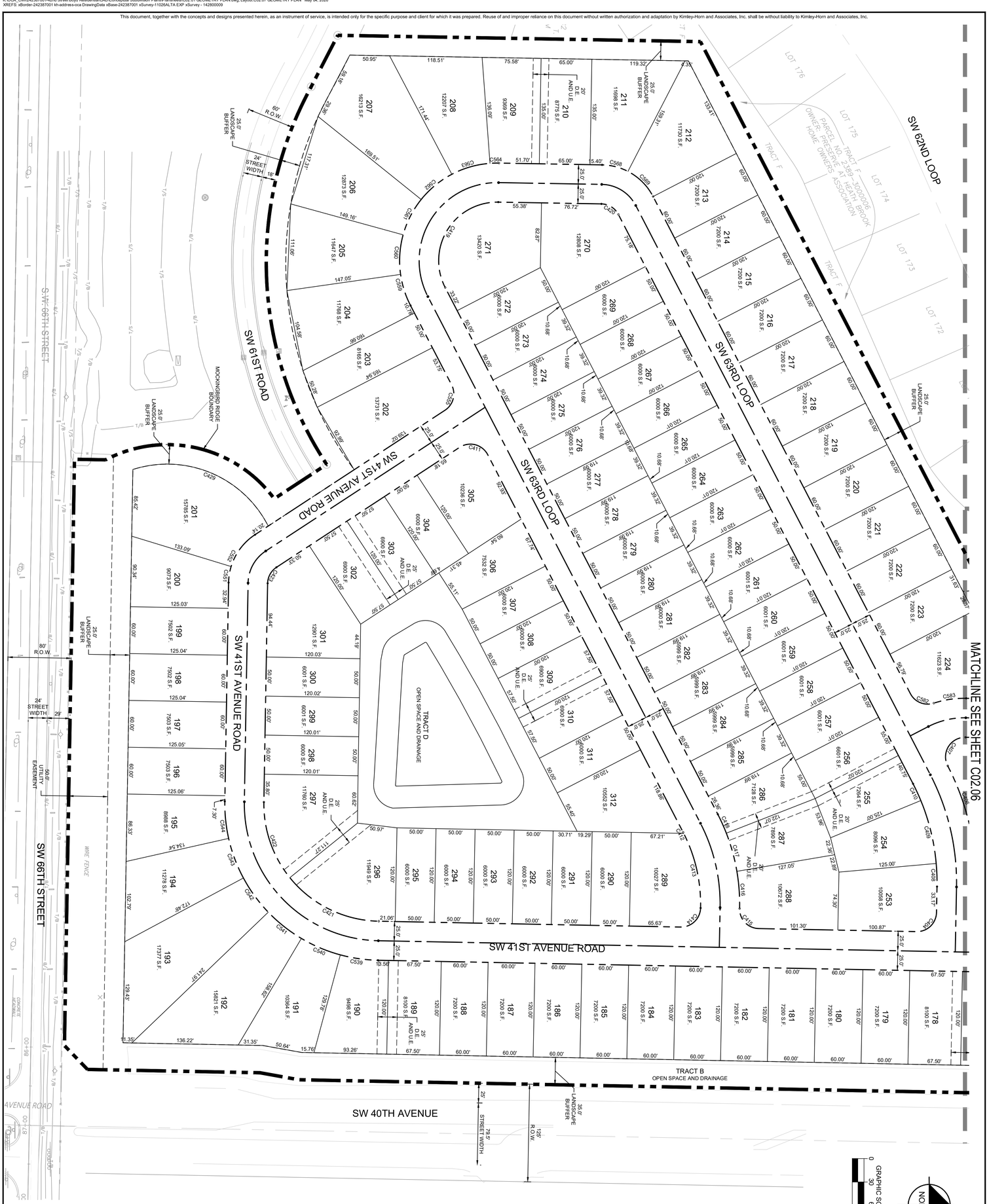
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XREFs: 4Border-242387001 khcadstreet-icon DrawingData 4Base-242387001 XSurvey-110GAL1X.EXP XSurvey - 14280009

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XREFS: xBorder-242387001 kh-address-oca DrawingData xBase-242387001 xSurvey--1102640LTA EXP xSurvey - 142800009

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LEGEND
D.E. DRAINAGE EASEMENT
U.E. UTILITY EASEMENT

NOTE:
OTHER DIMENSIONS AND INFORMATION CAN BE SEEN ON SHEETS C02.08 AND C02.09

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MOCKINGBIRD RIDGE PD

PREPARED FOR
BOYD DEVELOPMENT, LLC

CITY OF OCALA FLORIDA

GEOMETRY PLAN

KHA PROJECT	242387001
DATE	MAY 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

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CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	500.00'	158.38'	S74°38'09"E	157.72'	18°08'55"	79.86'
C2	500.00'	693.01'	N67°59'25"E	638.86'	79°24'49"	415.21'
C3	500.00'	369.70'	N49°27'57"E	361.34'	42°21'52"	193.76'
C4	1135.01'	464.91'	S85°13'13"E	461.67'	23°28'09"	235.76'
C5	500.00'	285.39'	S80°36'10"E	281.53'	32°42'13"	146.70'
C6	100.00'	57.36'	S47°49'04"E	56.58'	32°51'59"	29.49'
C7	300.00'	375.21'	N18°07'59"W	351.23'	71°39'36"	216.61'
C8	375.00'	144.51'	N65°00'10"W	143.62'	22°04'46"	73.16'
C9	1400.00'	393.25'	N84°05'22"W	391.96'	16°05'39"	197.93'
C10	50.00'	80.39'	S41°48'08"W	72.01'	92°07'21"	51.89'
C11	75.00'	123.30'	S29°24'03"E	109.88'	94°11'46"	80.70'
C12	1100.00'	1180.22'	N72°45'50"E	1124.42'	61°28'26"	654.09'
C13	300.00'	328.37'	N73°23'02"E	312.22'	62°42'50"	182.81'
C14	1735.01'	587.30'	S84°57'23"E	584.50'	19°23'40"	296.48'
C15	200.00'	83.62'	S82°40'34"E	83.01'	23°57'18"	42.43'
C16	800.00'	1010.43'	N71°30'49"E	944.60'	72°22'01"	585.16'
C17	375.00'	465.90'	N70°55'20"E	436.51'	71°11'03"	268.40'
C18	1435.01'	587.80'	S85°13'13"E	583.70'	23°28'09"	298.08'
C19	200.00'	114.16'	S80°36'10"E	112.61'	32°42'13"	58.68'
C21	2545.00'	604.11'	N12°30'01"E	602.69'	13°36'01"	303.48'
C22	100.00'	49.68'	N13°07'29"W	49.17'	28°28'01"	25.37'
C23	50.00'	77.45'	S26°19'23"E	69.94'	88°45'02"	48.92'
C24	2245.00'	663.89'	S9°34'49"W	661.47'	16°56'36"	334.38'
C25	175.00'	274.49'	S46°02'35"W	247.20'	89°52'07"	174.60'
C26	50.00'	48.69'	N61°07'36"W	46.79'	55°47'32"	26.47'
C27	300.00'	149.05'	S76°52'31"W	147.52'	28°28'01"	76.10'
C28	50.00'	53.80'	S31°48'58"W	51.24'	61°39'05"	29.84'
C29	100.00'	206.56'	S58°11'02"E	171.75'	118°20'55"	167.58'
C30	225.00'	111.79'	N76°52'31"E	110.64'	28°28'01"	57.07'
C56	25.00'	38.18'	S48°00'47"E	34.58'	87°30'29"	23.94'
C57	25.00'	40.20'	S41°48'08"W	36.00'	92°07'21"	25.94'
C58	1375.00'	56.72'	S89°02'43"W	56.72'	2°21'49"	28.36'
C59	1375.00'	54.35'	N88°38'26"W	54.35'	2°15'53"	27.18'
C60	1375.00'	54.35'	N86°22'33"W	54.35'	2°15'53"	27.18'
C61	1375.00'	54.35'	N84°06'40"W	54.35'	2°15'53"	27.18'
C62	1375.00'	54.35'	N81°50'47"W	54.35'	2°15'53"	27.18'
C63	1375.00'	54.35'	N79°34'55"W	54.35'	2°15'53"	27.18'
C64	1375.00'	57.76'	N77°14'45"W	57.76'	2°24'25"	28.89'
C65	350.00'	77.19'	N69°43'27"W	77.04'	12°38'12"	38.75'
C66	350.00'	57.68'	N58°41'04"W	57.62'	9°26'34"	28.91'
C67	275.00'	44.11'	N49°22'03"W	44.07'	9°11'28"	22.10'
C68	275.00'	81.59'	N36°16'21"W	81.29'	16°59'56"	41.10'
C69	275.00'	83.28'	N19°05'50"W	82.97'	17°21'07"	41.96'
C70	275.00'	83.28'	N1°44'43"W	82.97'	17°21'07"	41.96'
C71	275.00'	51.67'	N12°18'50"E	51.60'	10°45'59"	25.91'
C72	25.00'	34.29'	N56°59'37"E	31.67'	78°35'34"	20.46'
C73	475.00'	66.94'	S79°40'21"E	66.89'	8°04'30"	33.53'
C74	475.00'	83.51'	S70°35'54"E	83.41'	10°04'26"	41.87'
C75	525.00'	13.98'	S66°19'27"E	13.98'	1°31'32"	6.99'
C76	25.00'	36.99'	S24°41'42"E	33.71'	84°47'03"	22.82'
C77	100.00'	35.79'	S7°26'38"W	35.60'	20°30'24"	18.09'
C78	100.00'	42.87'	S15°05'28"E	42.54'	24°33'47"	21.77'
C79	100.00'	42.87'	S39°39'15"E	42.54'	24°33'47"	21.77'
C80	100.00'	42.87'	S64°13'03"E	42.54'	24°33'47"	21.77'
C81	1125.00'	51.09'	S77°48'00"E	51.08'	2°36'06"	25.55'
C82	1125.00'	51.09'	S80°24'06"E	51.08'	2°36'06"	25.55'
C83	1125.00'	51.09'	S83°00'13"E	51.08'	2°36'06"	25.55'
C84	1125.00'	51.09'	S85°36'19"E	51.08'	2°36'06"	25.55'
C85	1125.00'	51.09'	S88°12'25"E	51.08'	2°36'06"	25.55'
C86	1125.00'	44.36'	N89°21'45"E	44.36'	2°15'33"	22.18'
C105	25.00'	38.79'	S64°51'11"W	35.01'	88°53'49"	24.52'
C106	225.00'	29.04'	N74°23'46"W	29.02'	7°23'43"	14.54'
C107	225.00'	48.47'	N84°15'56"W	48.38'	12°20'38"	24.33'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C108	225.00'	16.56'	S87°27'16"W	16.55'	4°12'57"	8.28'
C109	1710.01'	33.76'	S85°54'43"W	33.76'	1°07'52"	16.88'
C110	1710.01'	53.44'	S87°22'23"W	53.44'	1°47'26"	26.72'
C111	1710.01'	53.44'	S89°09'48"W	53.44'	1°47'26"	26.72'
C112	1710.01'	53.44'	N89°02'46"W	53.44'	1°47'26"	26.72'
C113	1710.01'	58.78'	N87°09'57"W	58.78'	1°58'10"	29.39'
C114	1710.01'	58.78'	N85°11'47"W	58.78'	1°58'10"	29.39'
C115	1710.01'	53.44'	N83°18'59"W	53.44'	1°47'26"	26.72'
C116	1710.01'	53.44'	N81°31'33"W	53.44'	1°47'26"	26.72'
C117	1710.01'	53.44'	N79°44'07"W	53.44'	1°47'26"	26.72'
C118	1710.01'	53.44'	N77°56'41"W	53.44'	1°47'26"	26.72'
C119	1710.01'	53.44'	N76°09'15"W	53.44'	1°47'26"	26.72'
C120	325.00'	47.04'	N79°24'21"W	47.00'	8°17'37"	23.56'
C121	325.00'	47.04'	N87°41'58"W	47.00'	8°17'37"	23.56'
C122	325.00'	45.10'	S84°10'42"W	45.06'	7°57'03"	22.59'
C123	25.00'	34.91'	N59°47'27"W	32.14'	80°00'45"	20.98'
C124	25.00'	36.46'	S21°59'31"W	33.31'	83°33'12"	22.33'
C125	325.00'	50.88'	S59°17'00"W	50.83'	8°58'14"	25.49'
C126	325.00'	48.93'	S50°29'08"W	48.88'	8°37'31"	24.51'
C127	325.00'	23.52'	S44°06'00"W	23.51'	4°08'45"	11.76'
C128	1075.00'	29.98'	S42°49'33"W	29.98'	1°35'52"	14.99'
C129	1075.00'	57.93'	S45°10'07"W	57.92'	3°05'15"	28.97'
C130	1075.00'	57.93'	S48°15'22"W	57.92'	3°05'15"	28.97'
C131	1075.00'	57.93'	S51°20'38"W	57.92'	3°05'15"	28.97'
C132	1075.00'	57.93'	S54°25'53"W	57.92'	3°05'15"	28.97'
C133	1075.00'	57.93'	S57°31'08"W	57.92'	3°05'15"	28.97'
C134	1075.00'	57.93'	S60°36'23"W	57.92'	3°05'15"	28.97'
C135	1075.00'	55.70'	S63°38'05"W	55.70'	2°58'08"	27.86'
C136	1075.00'	55.70'	S66°36'13"W	55.70'	2°58'08"	27.86'
C137	1075.00'	55.70'	S69°34'20"W	55.70'	2°58'08"	27.86'
C138	1075.00'	55.70'	S72°32'28"W	55.70'	2°58'08"	27.86'
C139	1075.00'	55.70'	S75°30'36"W	55.70'	2°58'08"	27.86'
C140	1075.00'	55.70'	S78°28'43"W	55.70'	2°58'08"	27.86'
C141	1075.00'	55.70'	S81°26'51"W	55.70'	2°58'08"	27.86'
C142	1075.00'	61.62'	S84°34'27"W	61.61'	3°17'04"	30.82'
C143	1075.00'	61.27'	S87°50'57"W	61.26'	3°15'56"	30.64'
C144	1075.00'	55.70'	N89°02'01"W	55.70'	2°58'08"	27.86'
C145	1075.00'	55.70'	N86°03'53"W	55.70'	2°58'08"	27.86'
C146	1075.00'	55.70'	N83°05'45"W	55.70'	2°58'08"	27.86'
C147	1075.00'	55.70'	N80°07'38"W	55.70'	2°58'08"	27.86'
C148	1075.00'	40.22'	N77°34'15"W	40.22'	2°08'37"	20.11'
C149	50.00'	82.20'	N29°24'03"W	73.25'	94°11'46"	53.80'
C150	25.00'	37.80'	N61°00'39"E	34.30'	86°37'40"	23.57'
C151	825.00'	46.97'	S77°18'23"E	46.96'	3°15'44"	23.49'
C152	825.00'	52.71'	S80°46'04"E	52.70'	3°39'39"	26.36'
C153	825.00'	52.71'	S84°25'42"E	52.70'	3°39'39"	26.36'
C154	825.00'	52.71'	S88°05'21"E	52.70'	3°39'39"	26.36'
C155	825.00'	55.64'	N88°08'54"E	55.63'	3°51'51"	27.83'
C156	825.00'	53.69'	N84°21'07"E	53.68'	3°43'43"	26.85'
C157	825.00'	48.81'	N80°47'35"E	48.80'	3°23'23"	24.41'
C158	825.00'	48.81'	N77°24'11"E	48.80'	3°23'23"	24.41'
C159	825.00'	48.81'	N74°00'50"E	48.80'	3°23'23"	24.41'
C160	825.00'	48.81'	N70°37'27"E	48.80'	3°23'23"	24.41'
C161	825.00'	48.81'	N67°14'05"E	48.80'	3°23'23"	24.41'
C162	825.00'	48.81'	N63°50'42"E	48.80'	3°23'23"	24.41'
C163	825.00'	48.81'	N60°27'20"E	48.80'	3°23'23"	24.41'
C164	825.00'	48.81'	N57°03'57"E	48.80'	3°23'23"	24.41'
C165	825.00'	48.81'	N53°40'35"E	48.80'	3°23'23"	24.41'
C166	825.00'	48.81'	N50°17'12"E	48.80'	3°23'23"	24.41'
C167	825.00'	48.81'	N46°53'50"E	48.80'	3°23'23"	24.41'
C168	825.00'	48.81'	N43°30'27"E	48.80'	3°23'23"	24.41'
C169	825.00'	48.81'	N40°07'05"E	48.80'	3°23'23"	24.41'
C170	825.00'	44.54'	N36°52'36"E	44.53'	3°05'35"	22.27'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C171	350.00'	4.64'	N35°42'37"E	4.64'	0°45'37"	2.32'
C172	350.00'	72.92'	N42°03'32"E	72.78'	11°56'12"	36.59'
C173	350.00'	81.48'	N54°41'47"E	81.30'	13°20'18"	40.92'
C174	25.00'	43.13'	S69°12'35"E	37.98'	98°51'00"	29.19'
C175	25.00'	43.13'	N29°38'25"E	37.98'	98°51'00"	29.19'
C176	350.00'	83.00'	N85°51'30"E	82.80'	13°35'11"	41.69'
C177	350.00'	72.92'	S81°22'48"E	72.78'	11°56'12"	36.59'
C178	350.00'	11.77'	S74°26'55"E	11.77'	1°55'34"	5.88'
C179	1460.01'	4.05'	S73°33'55"E	4.05'	0°09'33"	2.03'
C180	1460.01'	49.32'	S74°36'45"E	49.32'	1°56'08"	24.66'
C181	1460.01'	49.32'	S76°32'53"E	49.32'	1°56'08"	24.66'
C182	1460.01'	49.32'	S78°29'01"E	49.32'	1°56'08"	24.66'
C183	1460.01'	49.32'	S80°25'09"E	49.32'	1°56'08"	24.66'
C184	1460.01'	49.32'	S82°21'17"E	49.32'	1°56'08"	24.66'
C185	1460.01'	49.32'	S84°17'25"E	49.32'	1°56'08"	24.66'
C186	1460.01'	49.32'	S86°13'32"E	49.32'	1°56'08"	24.66'
C187	1460.01'	49.32'	S88°09'40"E	49.32'	1°56'08"	24.66'
C188	1460.01'	49.32'	N89°54'12"E	49.32'	1°56'08"	24.66'
C189	1460.01'	49.32'	N87°58'04"E	49.32'	1°56'08"	24.66'
C190	1460.01'	49.32'	N86°01'56"E	49.32'	1°56'08"	24.66'
C191	1460.01'	51.45'	N84°03'17"E	51.45'	2°01'09"	25.73'
C192	175.00'	99.89'	S80°36'10"E	98.54'	32°42'13"	51.35'
C193	25.00'	38.74'	S19°51'31"E	34.98'	88°47'06"	24.48'
C194	25.00'	39.27'	S70°44'56"W	35.36'	90°00'00"	25.00'
C195	225.00'	17.60'	N66°29'33"W	17.60'	4°28'58"	8.81'
C196	225.00'	45.81'	N74°33'59"W	45.73'	11°39'53"	22.98'
C197	225.00'	45.81'	N86°13'52"W	45.73'	11°39'53"	22.98'
C198	225.00'	19.21'	S85°29'27"W	19.20'	4°53'29"	9.61'
C199	1410.01'	31.22'	S83°40'46"W	31.22'	1°16'07"	15.61'
C200	1410.01'	54.23'	S85°24'57"W	54.23'	2°12'13"	27.12'
C201	1410.01'	54.23'	S87°37'10"W	54.23'	2°12'13"	27.12'
C202	1410.01'	54.52'	S89°49'44"W	54.51'	2°12'55"	27.26'
C203	1410.01'	54.23'	N87°57'42"W	54.23'	2°12'13"	27.12'
C204	1410.01'	54.23'	N85°45'28"W	54.23'	2°12'13"	27.12'
C205	1410.01'	59.66'	N83°26'38"W	59.65'	2°25'27"	29.83'
C206	1410.01'	59.66'	N81°01'11"W	59.65'	2°25'27"	29.83'
C207	1410.01'	54.23'	N78°42'21"W	54.23'	2°12'13"	27.12'
C208	1410.01'	54.23'	N76°30'08"W	54.23'	2°12'13"	27.12'
C209	400.00'	17.38'	N74°43'49"W	17.38'	2°29'23"	8.69'
C210	400.00'	47.58'	N79°22'58"W	47.55'	6°48'55"	23.82'
C211	400.00'	47.58'	N86°11'53"W	47.55'	6°48'55"	23.82'
C212	25.00'	36.32'	N61°24'23"W	33.21'	83°14'37"	22.21'
C213	25.00'	36.32'	S21°50'14"W	33.21'	83°14'37"	22.21'
C214	400.00'	41.25'	S60°30'16"W	41.24'	5°54'34"	20.65'
C215	400.00'	47.58'	S54°08'31"W	47.55'	6°48'55"	23.82'
C216	400.00'	47.58'	S47°19'36"W	47.55'	6°48'55"	23.82'
C217	400.00'	47.58'	S40°30'41"W	47.55'	6°48'55"	23.82'
C218	400.00'	12.38'	S36°13'01"W	12.38'	1°46'25"	6.19'
C219	775.00'	41.45'	S36°51'45"W	41.45'	3°03'53"	20.73'
C220	775.00'	58.27'	S40°32'56"W	58.26'	4°18'30"	29.15'
C221	775.00'	58.27'	S44°51'26"W	58.26'	4°18'30"	29.15'
C222	775.00'	58.27'	S49°09'56"W	58.26'	4°18'30"	29.15'
C223	775.00'	58.27'	S53°28'25"W	58.26'	4°18'30"	29.15'
C224	775.00'	58.27'	S57°46'55"W	58.26'	4°18'30"	29.15'
C225	775.00'	58.27'	S62°05'25"W	58.26'	4°18'30"	29.15'
C226	775.00'	58.27'	S66°23'54"W	58.26'	4°18'30"	29.15'
C227	775.00'	58.27'	S70°42'24"W	58.26'	4°18'30"	29.15'
C228	775.00'	58.27'	S75°00'54"W	58.26'	4°18'30"	29.15'
C229	775.00'	58.27'	S79°19'23"W	58.26'	4°18'30"	29.15'
C230	775.00'	64.10'	S83°50'49"W	64.08'	4°44'21"	32.07'
C231	775.00'	64.10'	S88°35'09"W	64.08'	4°44'21"	32.07'
C232	775.00'	58.27'	N86°53'26"W	58.26'	4°18'30"	29.15'
C233	775.00'	58.27'	N82°34'56"W	58.26'	4°18'30"	29.15'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C234	775.00'	58.20'	N78°16'36"W	58.19'	4°18'10"	29.11'
C235	25.00'	40.94'	N29°12'51"W	36.51'	93°49'21"	26.73'
C236	25.00'	36.99'	N60°05'21"E	33.71'	84°47'03"	22.82'
C237	525.00'	47.94'	S80°08'05"E	47.92'	5°13'54"	23.99'
C238	525.00'	48.14'	S85°22'39"E	48.12'	5°15'14"	24.09'
C239	525.00'	52.96'	N89°06'21"E	52.93'	5°46'45"	26.50'
C240	525.00'	52.96'	N83°19'36"E	52.93'	5°46'45"	26.50'
C241	525.00'	48.14'	N77°48'36"E	48.12'	5°15'14"	24.09'
C242	525.00'	48.14'	N72°33'22"E	48.12'	5°15'14"	24.09'
C243	525.00'	48.14'	N67°18'08"E	48.12'	5°15'14"	24.09'
C244	525.00'	48.14'	N62°02'54"E	48.12'	5°15'14"	24.09'
C245	525.00'	48.14'	N56°47'40"E	48.12'	5°15'14"	24.09'
C246	525.00'	48.14'	N51°32'26"E	48.12'	5°15'14"	24.09'
C247	525.00'	48.14'	N46°17'12"E	48.12'	5°15'14"	24.09'
C248	525.00'	48.24'	N41°01'38"E	48.22'	5°15'54"	24.14'
C249	525.00'	51.99'	N35°33'28"E	51.97'	5°40'27"	26.02'
C250	525.00'	40.66'	N30°30'07"E	40.65'	4°26'14"	20.34'
C251	475.00'	12.30'	N29°01'32"E	12.30'	1°29'02"	6.15'
C252	475.00'	70.28'	N34°00'22"E	70.22'	8°28'39"	35.20'
C253	475.00'	70.28'	N42°29'00"E	70.22'	8°28'39"	35.20'
C254	475.00'	70.28'	N50°57'39"E	70.22'	8°28'39"	35.20'
C255	475.00'	75.61'	N59°45'34"E	75.53'	9°07'12"	37.88'
C256	25.00'	41.84'	S67°43'57"E	37.13'	95°53'45"	27.71'
C257	25.00'	42.26'	N28°38'49"E	37.41'	96°51'48"	28.19'
C258	475.00'	75.34'	N81°37'21"E	75.26'	9°05'15"	37.75'
C259	475.00'	66.38'	S89°49'50"E	66.32'	8°00'24"	33.24'
C260	475.00'	66.38'	S81°49'26"E	66.32'	8°00'24"	33.24'
C261	475.00'	35.94'	S75°39'11"E	35.93'	4°20'06"	17.98'
C262	1160.01'	10.18'	S73°44'13"E	10.18'	0°30'10"	5.09'
C263	1160.01'	54.55'	S75°20'09"E	54.55'	2°41'41"	27.28'
C264	1160.01'	50.13'	S77°55'16"E	50.13'	2°28'34"	25.07'
C265	1160.01'	50.13'	S80°23'50"E	50.13'	2°28'34"	25.07'
C266	1160.01'	50.13'	S82°52'24"E	50.13'	2°28'34"	25.07'
C267	1160.01'	50.13'	S85°20'58"E	50.13'	2°28'34"	25.07'
C268	1160.01'	50.13'	S87°49'31"E	50.13'	2°28'34"	25.07'
C269	1160.01'	50.13'	N89°41'55"E	50.13'	2°28'34"	25.07'
C270	1160.01'	50.13'	N87°13'21"E	50.13'	2°28'34"	25.07'
C271	1160.01'	50.13'	N84°44'47"E	50.13'	2°28'34"	25.07'
C272	1160.01'	9.38'	N83°16'37"E	9.38'	0°27'47"	4.69'
C273	475.00'	51.72'	N86°09'53"E	51.70'	6°14'20"	25.89'
C274	475.00'	65.08'	S86°47'28"E	65.02'	7°50'59"	32.59'
C275	475.00'	65.08'	S78°56'29"E	65.02'	7°50'59"	32.59'
C276	475.00'	65.08'	S71°05'31"E	65.02'	7°50'59"	32.59'
C277	475.00'	24.17'	S65°42'33"E	24.17'	2°54'58"	12.09'
C278	25.00'	39.27'	S19°15'04"E	35.36'	90°00'00"	25.00'
C331	2570.00'	42.99'	S24°03'16"W	42.99'	0°57'31"	21.50'
C332	2570.00'	49.61'	S23°01'20"W	49.61'	1°06'22"	24.81'
C333	2570.00'	49.61'	S21°54'58"W	49.61'	1°06'22"	24.81'
C334	2570.00'	42.99'	S20°53'02"W	42.99'	0°57'31"	21.50'
C375	25.00'	39.77'	N63°43'37"E	35.71'	91°08'57"	25.51'
C376	2520.00'	61.49'	N17°27'12"E	61.49'	1°23'53"	30.75'
C377	2520.00'	52.28'	N16°09'35"E	52.28'	1°11'19"	26.14'
C378	2520.00'	52.28'	N14°58'16"E	52.28'	1°11'19"	26.14'
C379	2520.00'	52.28'	N13°46'56"E	52.28'	1°11'19"	26.14'
C380	2520.00'	52.28'	N12°35'37"E	52.28'	1°11'19"	26.14'
C381	2520.00'	52.28'	N11°24'18"E	52.28'	1°11'19"	26.14'
C382	2520.00'	57.51'	N10°09'24"E	57.51'	1°18'27"	28.76'
C383	2520.00'	57.51'	N8°50'57"E	57.51'	1°18'27"	28.76'
C384	2520.00'	59.24'	N7°31'19"E	59.24'	1°20'49"	29.62'
C385	25.00'	39.77'	N38°43'30"W	35.71'	91°08'49"	25.51'
C386	25.00'	39.77'	N50°07'36"E	35.71'	91°08'59"	25.51'
C387	2520.00'	55.17'	N3°55'29"E	55.17'	1°15'16"	27.59'
C388	25.00'	38.72'	S26°19'23"E	34.97'	88°45'02"	24.46'

No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION		

Kimley»Horn
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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT 242387001
DATE MAY 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY WRC
CHECKED BY RVB

CURVE TABLE

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C02.08

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K:\OCA_Civil\242387001-42nd Street\Boyd Residential\04 Construction\Plans\Plansheets\02 01 GEOMETRY PLAN.dwg, Layout:C02.08 CURVE TABLE May 04, 2026
XREFs: d:\boise-242387001 kv-address-voa Drawings\Data Xbase-242387001 xSurvey~1\100MLTA EXP xSurvey~1\42600009

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C389	2270.00'	46.49'	S17°27'55"W	46.49'	1°10'24"	23.25'
C390	2270.00'	49.56'	S16°15'11"W	49.56'	1°15'03"	24.78'
C391	2270.00'	49.56'	S15°00'08"W	49.56'	1°15'03"	24.78'
C392	2270.00'	49.56'	S13°45'04"W	49.56'	1°15'03"	24.78'
C393	2270.00'	49.56'	S12°30'01"W	49.56'	1°15'03"	24.78'
C394	2270.00'	49.56'	S9°59'54"W	49.56'	1°15'03"	24.78'
C395	2270.00'	49.56'	S11°14'57"W	49.56'	1°15'03"	24.78'
C396	2270.00'	49.56'	S8°44'51"W	49.56'	1°15'03"	24.78'
C397	2270.00'	46.49'	S7°32'07"W	46.49'	1°10'24"	23.25'
C398	25.00'	38.73'	S51°19'30"W	34.97'	88°45'12"	24.46'
C399	25.00'	38.72'	S39°55'24"E	34.97'	88°45'00"	24.46'
C400	2270.00'	45.73'	S3°52'28"W	45.73'	1°09'15"	22.87'
C401	2520.00'	52.28'	N2°42'11"E	52.28'	1°11'19"	26.14'
C402	2520.00'	43.99'	N1°36'31"E	43.99'	1°00'01"	22.00'
C403	25.00'	39.27'	S46°06'31"W	35.36'	90°00'00"	25.00'
C404	25.00'	39.27'	S43°53'29"E	35.36'	90°00'00"	25.00'
C405	325.00'	67.31'	S85°10'32"W	67.19'	11°51'58"	33.77'
C406	325.00'	94.17'	S70°56'32"W	93.84'	16°36'03"	47.41'
C407	25.00'	51.69'	N58°07'29"W	42.96'	118°28'01"	41.99'
C408	275.00'	29.62'	N88°01'24"E	29.60'	6°10'14"	14.82'
C409	275.00'	83.28'	N76°15'44"E	82.97'	17°21'07"	41.96'
C410	275.00'	23.73'	N65°06'50"E	23.72'	4°56'40"	11.87'
C411	25.00'	41.83'	N14°42'20"E	37.12'	95°52'20"	27.70'
C412	200.00'	1.60'	N62°52'14"E	1.60'	0°27'28"	0.80'
C413	200.00'	99.00'	N77°16'50"E	97.99'	28°21'43"	50.54'
C414	25.00'	39.12'	S43°42'54"E	35.25'	89°38'50"	24.85'
C415	25.00'	39.37'	S46°13'15"W	35.42'	90°13'28"	25.10'
C416	250.00'	47.90'	S85°50'40"W	47.82'	10°58'38"	24.02'
C417	250.00'	50.82'	S74°31'55"W	50.74'	11°38'52"	25.50'
C418	250.00'	26.47'	S65°40'30"W	26.46'	6°03'59"	13.25'
C419	75.00'	154.92'	N58°11'02"W	128.81'	118°20'55"	125.69'
C420	25.00'	26.90'	N31°48'58"E	25.62'	61°39'05"	14.92'
C421	150.00'	130.85'	S26°05'56"W	126.74'	49°58'49"	69.91'
C422	150.00'	104.43'	S71°01'59"W	102.33'	39°53'18"	54.43'
C423	25.00'	24.34'	N61°07'36"W	23.39'	55°47'32"	13.23'
C424	400.00'	46.13'	S80°16'31"W	46.10'	6°36'26"	23.09'
C425	400.00'	47.58'	S86°59'12"W	47.55'	6°48'55"	23.82'
C426	1410.01'	47.12'	N74°26'35"W	47.12'	1°54'53"	23.56'
C427	2270.00'	49.98'	S2°40'00"W	49.98'	1°15'41"	24.99'
C428	2270.00'	36.74'	S1°34'20"W	36.74'	0°55'38"	18.37'
C429	145.00'	204.30'	N22°41'07"E	187.81'	80°43'39"	123.25'
C430	2570.00'	210.91'	S6°43'02"W	210.85'	4°42'07"	105.51'
C431	2570.00'	66.73'	S10°17'48"W	66.73'	1°29'16"	33.37'
C432	2570.00'	63.50'	S11°44'54"W	63.50'	1°24'57"	31.75'
C433	2570.00'	63.50'	S13°09'50"W	63.50'	1°24'57"	31.75'
C434	2570.00'	63.50'	S14°34'47"W	63.50'	1°24'57"	31.75'
C435	2570.00'	63.50'	S15°59'44"W	63.50'	1°24'57"	31.75'
C436	2570.00'	66.98'	S17°27'00"W	66.97'	1°29'35"	33.49'
C437	25.00'	38.79'	S26°15'03"E	35.01'	88°53'42"	24.52'
C439	175.00'	56.97'	S80°01'31"E	56.72'	18°39'12"	28.74'
C440	1760.01'	74.87'	N86°33'55"E	74.87'	2°26'15"	37.44'
C441	1760.01'	59.32'	N88°44'58"E	59.32'	1°55'52"	29.66'
C442	1760.01'	59.32'	S89°19'10"E	59.32'	1°55'52"	29.66'
C443	1760.01'	66.74'	S87°16'03"E	66.73'	2°10'21"	33.37'
C444	1760.01'	66.74'	S85°05'42"E	66.73'	2°10'21"	33.37'
C446	525.00'	57.13'	S75°47'44"E	57.11'	6°14'07"	28.59'
C447	525.00'	57.07'	S69°33'49"E	57.04'	6°13'42"	28.56'
C448	525.00'	8.14'	S66°00'20"E	8.14'	0°53'17"	4.07'
C449	475.00'	69.96'	S69°46'50"E	69.89'	8°26'18"	35.04'
C450	475.00'	87.86'	S79°17'55"E	87.73'	10°35'51"	44.05'
C451	475.00'	87.86'	S89°53'45"E	87.73'	10°35'51"	44.05'
C452	475.00'	78.10'	N80°05'43"E	78.01'	9°25'13"	39.14'
C453	475.00'	78.10'	N70°40'30"E	78.01'	9°25'13"	39.14'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C454	475.00'	78.10'	N61°15'16"E	78.01'	9°25'13"	39.14'
C455	475.00'	78.10'	N51°50'03"E	78.01'	9°25'13"	39.14'
C456	475.00'	78.10'	N42°24'50"E	78.01'	9°25'13"	39.14'
C457	475.00'	78.10'	N32°59'37"E	78.01'	9°25'13"	39.14'
C458	525.00'	57.75'	N31°26'06"E	57.73'	6°18'11"	28.91'
C459	525.00'	57.75'	N37°44'17"E	57.73'	6°18'11"	28.91'
C460	525.00'	57.75'	N44°02'28"E	57.73'	6°18'11"	28.91'
C461	525.00'	57.75'	N50°20'39"E	57.73'	6°18'11"	28.91'
C462	525.00'	57.75'	N56°38'50"E	57.73'	6°18'11"	28.91'
C463	525.00'	57.75'	N62°57'00"E	57.73'	6°18'11"	28.91'
C464	525.00'	62.57'	N69°30'57"E	62.53'	6°49'41"	31.32'
C465	525.00'	62.57'	N76°20'38"E	62.53'	6°49'41"	31.32'
C466	525.00'	57.75'	N82°54'34"E	57.73'	6°18'11"	28.91'
C467	525.00'	57.75'	N89°12'45"E	57.73'	6°18'11"	28.91'
C468	525.00'	57.75'	S84°29'04"E	57.73'	6°18'11"	28.91'
C469	525.00'	57.75'	S78°10'53"E	57.73'	6°18'11"	28.91'
C470	525.00'	14.15'	S74°15'28"E	14.15'	1°32'40"	7.08'
C471	1110.01'	9.74'	S73°44'13"E	9.74'	0°30'10"	4.87'
C472	1110.01'	72.15'	S75°51'02"E	72.14'	3°43'28"	36.09'
C473	1110.01'	66.60'	S79°25'55"E	66.59'	3°26'17"	33.31'
C474	1110.01'	66.60'	S82°52'11"E	66.59'	3°26'17"	33.31'
C475	1110.01'	66.60'	S86°18'28"E	66.59'	3°26'17"	33.31'
C476	1110.01'	66.60'	S89°44'44"E	66.59'	3°26'17"	33.31'
C477	1110.01'	66.60'	N86°48'59"E	66.59'	3°26'17"	33.31'
C478	1110.01'	39.76'	N84°04'17"E	39.75'	2°03'08"	19.88'
C479	525.00'	22.78'	N84°17'18"E	22.78'	2°29'09"	11.39'
C480	525.00'	62.57'	N88°56'43"E	62.53'	6°49'41"	31.32'
C481	525.00'	64.01'	S84°08'52"E	63.97'	6°59'09"	32.04'
C482	525.00'	60.64'	S77°20'45"E	60.61'	6°37'05"	30.35'
C483	525.00'	60.64'	S70°43'40"E	60.61'	6°37'05"	30.35'
C484	525.00'	29.03'	S65°50'06"E	29.02'	3°10'04"	14.52'
C485	60.00'	30.97'	S49°27'44"E	30.63'	29°34'41"	15.84'
C486	60.00'	45.66'	S12°52'17"E	44.57'	43°36'13"	24.00'
C487	60.00'	45.66'	S30°43'57"W	44.57'	43°36'13"	24.00'
C488	60.00'	45.66'	S74°20'10"W	44.57'	43°36'13"	24.00'
C489	60.00'	58.40'	N55°58'48"W	56.12'	55°45'49"	31.74'
C490	60.00'	45.74'	N6°15'25"W	44.64'	43°40'59"	24.05'
C491	25.00'	34.83'	N24°20'00"W	32.08'	79°50'09"	20.92'
C492	25.00'	39.27'	S70°44'56"W	35.36'	90°00'00"	25.00'
C493	25.00'	39.27'	S19°15'04"E	35.36'	90°00'00"	25.00'
C495	25.00'	39.82'	N70°07'01"E	35.74'	91°15'50"	25.56'
C496	2520.00'	57.39'	N23°49'58"E	57.39'	1°18'18"	28.70'
C497	2520.00'	62.74'	N22°28'01"E	62.74'	1°25'35"	31.37'
C498	2520.00'	57.39'	N21°06'05"E	57.39'	1°18'18"	28.70'
C499	25.00'	39.77'	N25°07'29"W	35.71'	91°08'50"	25.51'
C503	75.00'	30.82'	N58°55'30"W	30.61'	23°32'50"	15.63'
C504	75.00'	46.24'	N29°29'25"W	45.51'	35°19'20"	23.88'
C505	75.00'	39.11'	N3°06'41"E	38.67'	29°52'52"	20.01'
C506	2220.00'	63.13'	N16°59'39"E	63.13'	1°37'45"	31.57'
C507	2220.00'	63.13'	N15°21'54"E	63.13'	1°37'45"	31.57'
C508	2220.00'	63.13'	N13°44'08"E	63.13'	1°37'45"	31.57'
C509	2220.00'	63.13'	N12°06'23"E	63.13'	1°37'45"	31.57'
C510	2220.00'	63.13'	N10°28'38"E	63.13'	1°37'45"	31.57'
C511	2220.00'	63.13'	N8°50'52"E	63.13'	1°37'45"	31.57'
C512	2220.00'	63.13'	N7°13'07"E	63.13'	1°37'45"	31.57'
C513	2220.00'	71.02'	N5°29'15"E	71.02'	1°49'59"	35.51'
C514	2220.00'	71.02'	N3°39'16"E	71.02'	1°49'59"	35.51'
C515	2220.00'	63.13'	N1°55'24"E	63.13'	1°37'45"	31.57'
C539	200.00'	48.82'	N8°06'08"E	48.70'	13°59'13"	24.53'
C540	200.00'	54.29'	N22°52'22"E	54.13'	15°33'15"	27.31'
C541	200.00'	54.29'	N38°25'36"E	54.13'	15°33'15"	27.31'
C542	200.00'	54.29'	N53°58'51"E	54.13'	15°33'15"	27.31'
C543	200.00'	54.29'	N69°32'06"E	54.13'	15°33'15"	27.31'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C544	200.00'	47.70'	N84°08'41"E	47.59'	13°39'55"	23.96'
C551	75.00'	20.96'	S81°01'02"E	20.89'	16°00'39"	10.55'
C552	75.00'	52.07'	S53°07'16"E	51.03'	39°46'53"	27.14'
C555	25.00'	36.71'	S75°17'40"E	33.50'	84°07'40"	22.56'
C559	125.00'	42.02'	N72°16'24"E	41.83'	19°15'46"	21.21'
C560	125.00'	51.18'	S86°21'56"E	50.82'	23°27'34"	25.95'
C561	125.00'	51.18'	S62°54'22"E	50.82'	23°27'34"	25.95'
C562	125.00'	51.18'	S39°26'48"E	50.82'	23°27'34"	25.95'
C563	125.00'	51.18'	S15°59'13"E	50.82'	23°27'34"	25.95'
C564	125.00'	11.45'	S1°38'00"E	11.44'	5°14'52"	5.73'
C568	75.00'	34.46'	S14°09'18"W	34.16'	26°19'45"	17.54'
C569	75.00'	46.24'	S44°58'51"W	45.51'	35°19'20"	23.88'
C582	25.00'	35.28'	S22°12'46"W	32.43'	80°51'28"	21.30'
C583	125.00'	42.16'	S8°33'13"E	41.96'	19°19'29"	21.28'
C586	25.00'	44.25'	S33°00'23"E	38.69'	101°24'26"	30.55'
C594	325.00'	28.93'	S15°08'49"W	28.92'	5°06'00"	14.47'
C595	325.00'	58.29'	S7°27'30"W	58.22'	10°16'37"	29.23'
C596	325.00'	62.05'	S3°09'00"E	61.96'	10°56'23"	31.12'
C597	325.00'	62.05'	S14°05'23"E	61.96'	10°56'23"	31.12'
C598	325.00'	58.29'	S24°41'53"E	58.22'	10°16'37"	29.23'
C599	325.00'	58.29'	S34°58'31"E	58.22'	10°16'37"	29.23'
C600	325.00'	58.29'	S45°15'08"E	58.22'	10°16'37"	29.23'
C603	325.00'	20.26'	S52°10'37"E	20.26'	3°34'20"	10.13'
C604	400.00'	57.07'	S58°31'10"E	57.02'	8°10'29"	28.58'
C605	400.00'	57.07'	S66°41'39"E	57.02'	8°10'29"	28.58'
C606	400.00'	36.73'	S73°24'43"E	36.72'	5°15'39"	18.38'
C607	1425.00'	64.59'	S78°23'13"E	64.58'	2°35'49"	32.30'
C608	1425.00'	60.15'	S80°53'41"E	60.15'	2°25'07"	30.08'
C609	1425.00'	60.15'	S83°18'48"E	60.15'	2°25'07"	30.08'
C610	1425.00'	60.15'	S85°43'54"E	60.15'	2°25'07"	30.08'
C611	1425.00'	60.15'	S88°09'01"E	60.15'	2°25'07"	30.08'
C612	1425.00'	59.81'	N89°26'17"E	59.81'	2°24'18"	29.91'
C613	75.00'	44.80'	N70°44'58"E	44.14'	34°13'41"	23.09'
C614	75.00'	51.99'	N33°46'40"E	50.95'	39°42'55"	27.09'
C615	75.00'	23.80'	N4°49'50"E	23.70'	18°10'45"	12.00'
C619	25.00'	38.18'	N39°29'42"E	34.58'	87°30'29"	23.94'
C620	1125.00'	55.48'	N81°50'10"E	55.48'	2°49'33"	27.75'
C621	1125.00'	58.94'	N78°55'20"E	58.94'	3°00'07"	29.48'
C622	1125.00'	66.31'	N75°43'58"E	66.30'	3°22'38"	33.16'
C623	1125.00'	66.31'	N72°21'20"E	66.30'	3°22'38"	33.16'
C624	1125.00'	58.94'	N69°09'58"E	58.94'	3°00'07"	29.48'
C625	1125.00'	58.94'	N66°09'51"E	58.94'	3°00'07"	29.48'
C626	1125.00'	58.94'	N63°09'45"E	58.94'	3°00'07"	29.48'
C627	1125.00'	58.94'	N60°09'38"E	58.94'	3°00'07"	29.48'
C628	1125.00'	58.94'	N57°09'31"E	58.94'	3°00'07"	29.48'
C629	1125.00'	58.94'	N54°09'24"E	58.94'	3°00'07"	29.48'

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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT
242387001
DATE
MAY 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY WRC
CHECKED BY RVB

CURVE TABLE

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C02.09

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K:\OCA_Civil\242387001-42nd Street Road Residential\04-Civil\Conceptual Subdivision Plans\Planset\sheets\C02.01 GEOMETRY PLAN.dwg, Layout:C02.09 CURVE TABLE May 04, 2026
XREFs: xBorder-242387001 kx-address-xoa EnvelopingPass xBase-242387001 xSurvey-11200A1A EXP xSurvey - 142800009

LEGEND

- SS — PROPOSED SANITARY SEWER PIPE
- WM — PROPOSED WATER LINE
- FM — PROPOSED FORCE MAIN
- EXISTING WATER LINE
- EXISTING FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT

- IF REQUIRED UTILITY EASEMENT FOR POTABLE WATER MAIN AND FORCE MAIN TO BE 20' WIDE, GRAVITY SANITARY SEWER MAIN EASEMENT TO BE 30' WIDE.

No.	REVISIONS	DATE	BY
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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001
DATE	MAY 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WBC
CHECKED BY	RVB

UTILITY PLAN

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C03.01

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MOCKINGBIRD RIDGE BOUNDARY

PHASE 1
PHASE 3

THE RIDGE AT HEATH BROOK COMMUNITY ASSOCIATION, INC.
O.R. 2389-5000006

PARCEL NO.
OWNER: FORESTAR US

25.0' BUFFER

MOCKINGBIRD RIDGE BOUNDARY

FIRE HYDRANT (TYP)

12" PVC WM

SW 58TH STREET ROAD

SW 58TH LANE ROAD

SW 59TH STREET ROAD

SW 44TH COURT

SW 58TH STREET ROAD

SW 58TH LANE ROAD

SW 59TH STREET ROAD

8" PVC WM

8" SANITARY SEWER (TYP)

SANITARY MANHOLE (TYP)

RIGHT-OF-WAY LINE (TYP)

25' WETLAND BUFFER

DRA

MATCHLINE SEE SHEET C03.01

MATCHLINE SEE SHEET C03.03

MATCHLINE SEE SHEET C03.05

MATCHLINE SEE SHEET C03.06

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

LEGEND

- SS - PROPOSED SANITARY SEWER PIPE
- WM - PROPOSED WATER LINE
- FM - PROPOSED FORCE MAIN
- WM - EXISTING WATER LINE
- FM - EXISTING FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT

- IF REQUIRED UTILITY EASEMENT FOR POTABLE WATER MAIN AND FORCE MAIN TO BE 20' WIDE. GRAVITY SANITARY SEWER MAIN EASEMENT TO BE 30' WIDE.

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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001
DATE	MAY 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

UTILITY PLAN

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C03.02

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XREFs: rdosser-242387001 ks-address-ocs Drawing\Data xBase-242387001 xSurvey-11026ALTA.EXP

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

No.	REVISIONS	DATE	BY
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LEGEND

- SS - PROPOSED SANITARY SEWER PIPE
- WM - PROPOSED WATER LINE
- FM - PROPOSED FORCE MAIN
- WM - EXISTING WATER LINE
- FM - EXISTING FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT

- IF REQUIRED UTILITY EASEMENT FOR POTABLE WATER MAIN AND FORCE MAIN TO BE 20' WIDE, GRAVITY SANITARY SEWER MAIN EASEMENT TO BE 30' WIDE.

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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001
DATE	MAY 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

UTILITY PLAN

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C03.03

K:\OCA_Civil\242387001-42nd Street\Engr Reviews\KHA\Civil\Concept Subdivision Plans\Plansheets\C03.01 UTILITY PLAN.dwg, Layout:C03.03 UTILITY PLAN May 04, 2026
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MATCHLINE SEE SHEET C03.01

SW 47TH AVENUE ROAD

SW 61ST ROAD

8" SANITARY SEWER (TYP)

SANITARY MANHOLE (TYP)

8" PVC WM

RIGHT-OF-WAY LINE (TYP)

FIRE HYDRANT (TYP)

25.0' BUFFER

MOCKINGBIRD RIDGE BOUNDARY

SANITARY STUB-OUT

DRA

MATCHLINE SEE SHEET C03.05

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION		

LEGEND

- SS - PROPOSED SANITARY SEWER PIPE
- WM - PROPOSED WATER LINE
- FM - PROPOSED FORCE MAIN
- EXISTING WATER LINE
- EXISTING FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT

- IF REQUIRED UTILITY EASEMENT FOR POTABLE WATER MAIN AND FORCE MAIN TO BE 20' WIDE, GRAVITY SANITARY SEWER MAIN EASEMENT TO BE 30' WIDE.

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DATE:

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DATE	MAY 2026
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UTILITY PLAN

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

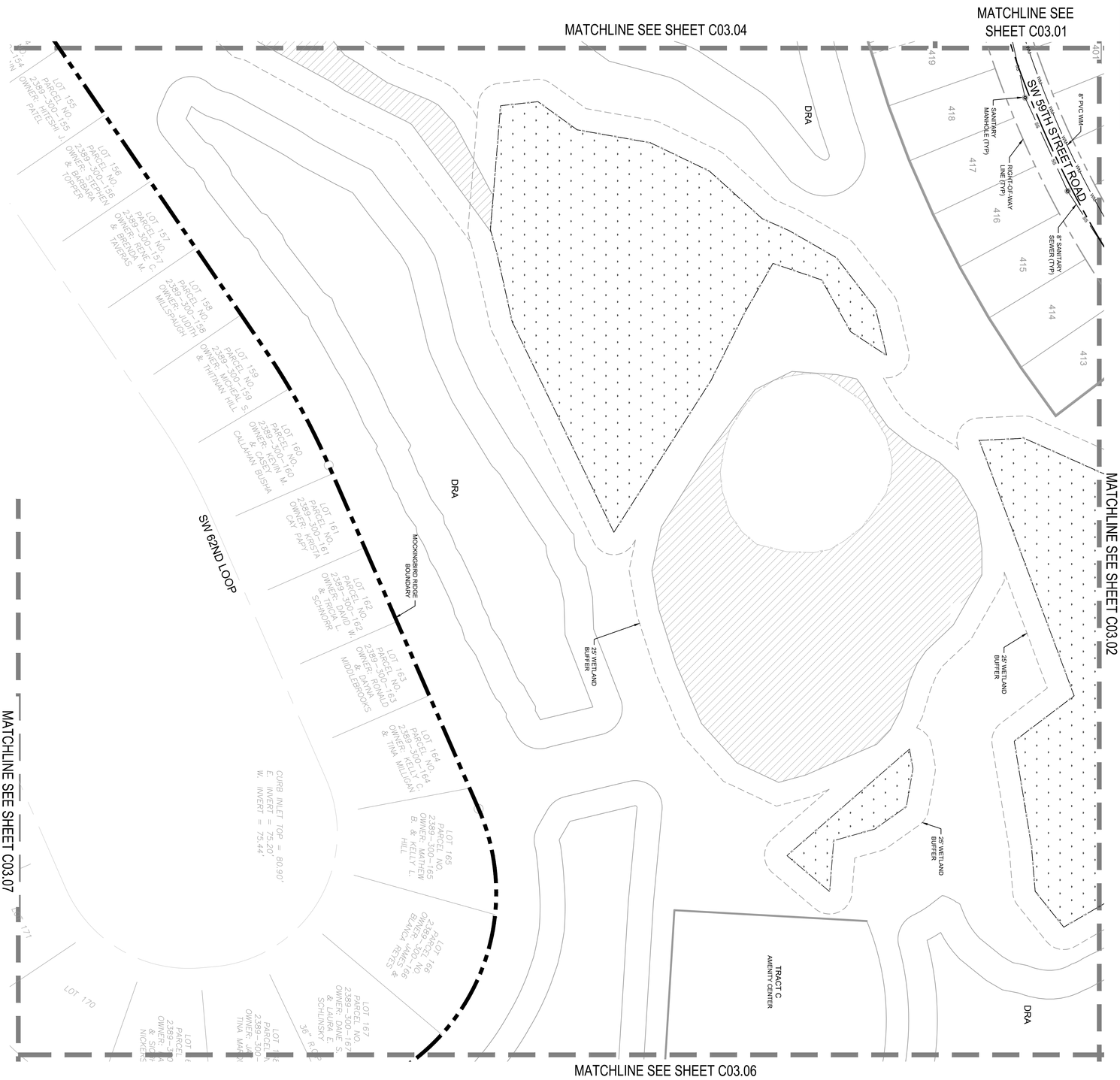
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XREFs: xBorder-24238700 kh-address-out DrawingData xBase-24238700 xSurvey-11536AL TA EXP

K:\OCA_Civil\242387001-42nd Street Boyd Residential\CAD\Conceptual Subdivision Plans\Plansheets\C03.01 UTILITY PLAN.dwg, Layout:C03.05 UTILITY PLAN May 04, 2026
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LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER LINE
- PROPOSED FORCE MAIN
- EXISTING WATER LINE
- EXISTING FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT

1. IF REQUIRED UTILITY EASEMENT FOR POTABLE WATER MAIN AND/OR SANITARY SEWER, GRAVITY SANITARY SEWER MAIN EASEMENT TO BE 30' WIDE.

GRAPHIC SCALE IN FEET
0 30 60 120

NORTH

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SHEET NUMBER C03.05

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

UTILITY PLAN

KHA PROJECT 242387001
DATE MAY 2026
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY WRC
CHECKED BY RVB

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER 58568
DATE:

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MATCHLINE SEE SHEET C03.02

MATCHLINE SEE SHEET C03.03

MATCHLINE SEE SHEET C03.05

MATCHLINE SEE SHEET C03.07

DRA

MASONRY RETAINING WALL

TRACT C
AMENITY CENTER

SW 41ST COURT ROAD

SW 41ST AVENUE ROAD

SW 60TH LANE

SW 40TH AVENUE

PROPOSED LIFT STATION

LS

8" PVC WM

8" SANITARY SEWER (TYP)

PROPOSED 12" FORCE MAIN (CONSTRUCTED WITH SW 40TH AVENUE ROAD PROJECT BY MARION COUNTY)

FIRE HYDRANT (TYP)

PROPOSED 16" WATER MAIN (CONSTRUCTED WITH SW 40TH AVENUE ROAD PROJECT BY MARION COUNTY)

PHASE 1

PHASE 2

RIGHT-OF-WAY LINE (TYP)

35.0' BUFFER

MOCKINGBIRD RIDGE BOUNDARY

SANITARY MANHOLE (TYP)

129 130 131 132 133 134 135 136 137 138 139 144 145 146 147 148 149 150 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION		

LEGEND

- SS — PROPOSED SANITARY SEWER PIPE
- WM — PROPOSED WATER LINE
- FM — PROPOSED FORCE MAIN
- EXISTING WATER LINE
- EXISTING FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT

- IF REQUIRED UTILITY EASEMENT FOR POTABLE WATER MAIN AND FORCE MAIN TO BE 20' WIDE, GRAVITY SANITARY SEWER MAIN EASEMENT TO BE 30' WIDE.

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LICENSED PROFESSIONAL

RICHARD V. BUSCHE, P.E.

FLORIDA LICENSE NUMBER
58568

DATE:

KHA PROJECT	242387001
DATE	MAY 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

UTILITY PLAN

MOCKINGBIRD RIDGE PD

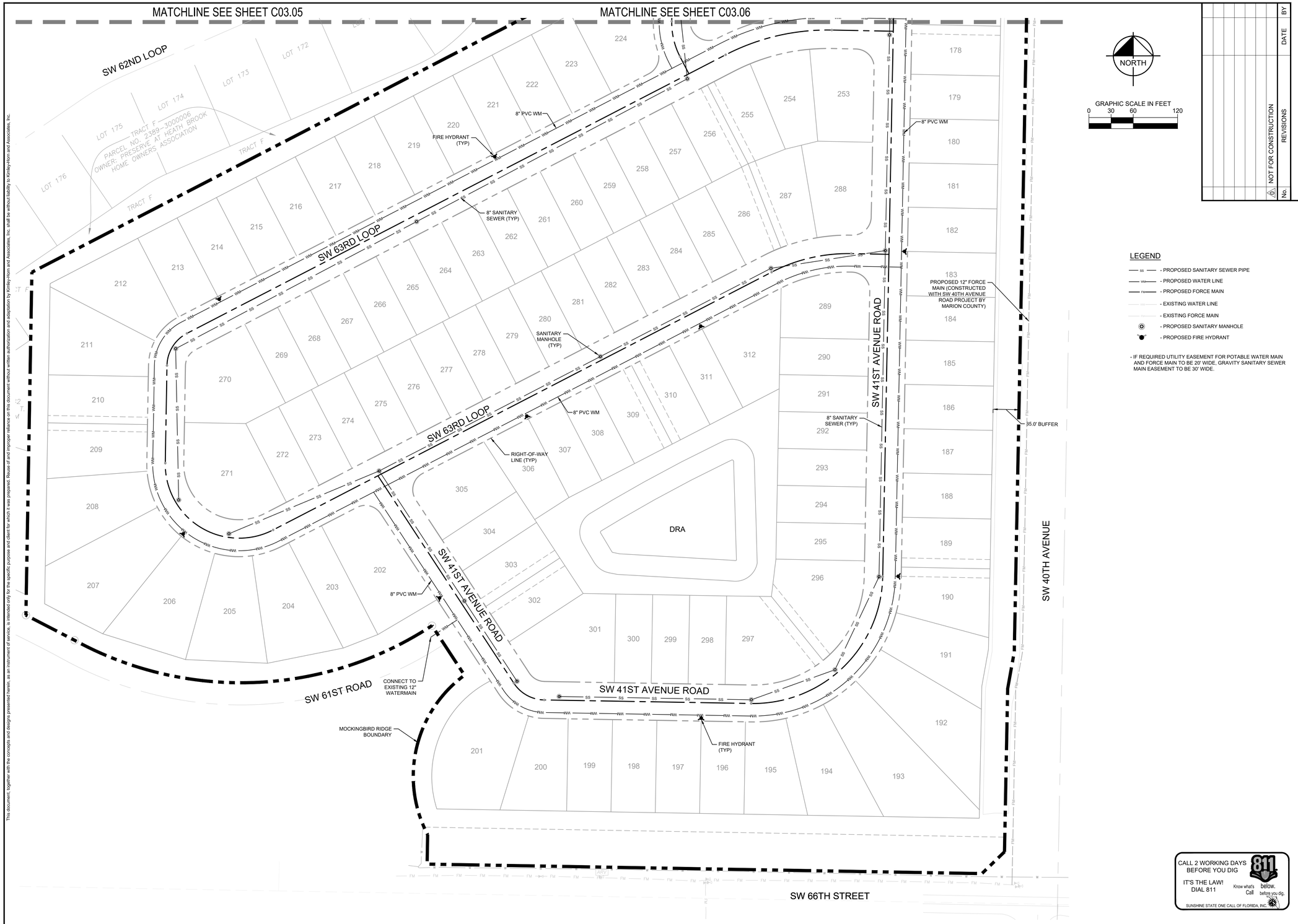
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CITY OF OCALA FLORIDA

SHEET NUMBER
C03.06

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K:\OCA_Civil\242387001-42nd Street Road Residential\CAD\Conceptual Subdivision Plans\Residential\C03.01 UTILITY PLAN.dwg, Layout:C03.06 UTILITY PLAN May 04, 2026
XREFs: elloreto-242387001 kh-address-xxxx Drawing3data xdata=242387001 xSurvey-1103AL1X.EXP



No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION		

LEGEND

- SS — PROPOSED SANITARY SEWER PIPE
- WM — PROPOSED WATER LINE
- FM — PROPOSED FORCE MAIN
- WM — EXISTING WATER LINE
- FM — EXISTING FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT

- IF REQUIRED UTILITY EASEMENT FOR POTABLE WATER MAIN AND FORCE MAIN TO BE 20' WIDE. GRAVITY SANITARY SEWER MAIN EASEMENT TO BE 30' WIDE.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's Call below. before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Kimley»Horn
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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001
DATE	MAY 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

UTILITY PLAN

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C03.07

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K:\OCA_Civil\242387001-42nd Street Road Residential\CAD\Conceptual Subdivision Plans\Plansheets\C03.07 UTILITY PLAN.dwg, Layout:C03.07 UTILITY PLAN May 04, 2026
XREFs: ellender-242387001 kh-address-xxxx Drawing3data xBase-242387001 xSurvey-11050ALT4.EXP

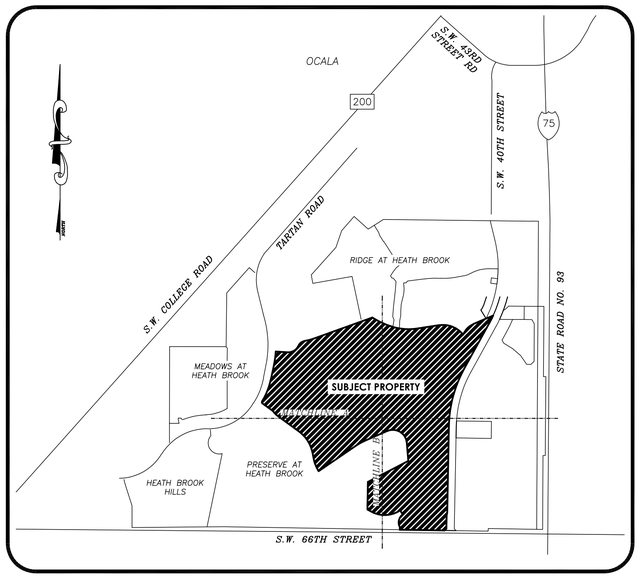
SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

DESCRIPTION:

PER TITLE COMMITMENT NO. 111164959, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY FOR CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC, ISSUING OFFICE FILE NO. 110041–002603–FL, BEARING A COMMITMENT DATE OF MARCH 6, 2026.

WEST PARCEL A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF SAID SECTION 3; THENCE ALONG THE EAST BOUNDARY OF SAID SECTION 3, S.00°21'31"W., A DISTANCE OF 1426.51 FEET TO A POINT ON THE NORTH BOUNDARY OF PARCEL 1 OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6076, PAGE 578 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE EAST BOUNDARY OF SAID SECTION 3, ALONG SAID NORTH BOUNDARY OF PARCEL 1, N.89°40'29"W., A DISTANCE OF 589.37 FEET TO A POINT ON A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 22°52'00" AND A CHORD BEARING AND DISTANCE OF S.55°24'48"W., 212.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH BOUNDARY, A DISTANCE OF 213.52 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, S.66°51'50"W., A DISTANCE OF 95.09 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S.W. 49TH AVENUE ROAD (BEING A 125 FOOT PROPOSED RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1935.00 FEET, A CENTRAL ANGLE OF 04°03'21" AND A CHORD BEARING AND DISTANCE OF S.26°51'28"W., 136.95 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 136.98 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID PROPOSED RIGHT OF WAY LINE, S.28°53'09"W., A DISTANCE OF 878.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 2065.00 FEET, A CENTRAL ANGLE OF 27°46'38" AND A CHORD BEARING AND DISTANCE OF S.14°59'50"W., 991.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 1001.12 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: S.01°06'31"W., A DISTANCE OF 1454.30 FEET; THENCE S.10°11'56"W., A DISTANCE OF 50.64 FEET; THENCE S.01°06'31"W., A DISTANCE OF 220.97 FEET; THENCE S.46°03'29"W., A DISTANCE OF 42.46 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 66TH STREET (BEING A 80 FOOT RIGHT OF WAY); THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, ALONG THE NORTH RIGHT OF WAY LINE OF S.W. 66TH STREET, N.89°01'22"W., A DISTANCE OF 750.93 FEET TO THE S.E. CORNER OF TRACT C, PRESERVE AT HEATH BROOK PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 171 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EASTERLY BOUNDARY OF SAID PRESERVE AT HEATH BROOK PHASE 1, N.00°57'33"E., A DISTANCE OF 39.86 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 81°21'50" AND A CHORD BEARING AND DISTANCE OF N.13°00'20"E., 221.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 241.41 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY, N.33°13'50"W., A DISTANCE OF 80.26 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF S.W. 61ST ROAD (BEING A 60 FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A NON TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 62°00'29" AND A CHORD BEARING AND DISTANCE OF S.87°39'49"W., 484.19 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 508.66 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1530.00 FEET, A CENTRAL ANGLE OF 02°46'12" AND A CHORD BEARING AND DISTANCE OF N.62°42'13"W., 73.96 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 73.97 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY BOUNDARY OF PRESERVE AT HEATH BROOK PHASE 1; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, ALONG SAID EASTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: N.00°59'25"E., A DISTANCE OF 464.48 FEET; THENCE N.62°38'30"E., A DISTANCE OF 763.22 FEET; THENCE N.04°52'09"W., A DISTANCE OF 307.19 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID PRESERVE AT HEATH BROOK PHASE 1, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 108°42'06" AND A CHORD BEARING AND DISTANCE OF N.59°12'39"W., 381.92 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY BOUNDARY, A DISTANCE OF 445.84 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: S.66°26'10"W., A DISTANCE OF 418.30 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 10°44'10" AND A CHORD BEARING AND DISTANCE OF S.61°07'53"W., 146.88 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 147.09 FEET TO THE POINT OF TANGENCY; THENCE S.55°40'59"W., A DISTANCE OF 771.51 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF S.W. 61ST ROAD (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 24°23'50" AND A CHORD BEARING AND DISTANCE OF N.19°34'17"W., 278.92 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 281.04 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 46°34'18" AND A CHORD BEARING AND DISTANCE OF N.30°40'44"W., 474.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 487.70 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: N.53°57'47"W., A DISTANCE OF 439.92 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 16°14'43" AND A CHORD BEARING AND DISTANCE OF N.45°53'16"W., 70.65 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 16°14'52" AND A CHORD BEARING AND DISTANCE OF N.45°47'1"W., 70.66 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.89 FEET TO THE POINT TANGENCY; THENCE N.54°00'09"W., A DISTANCE OF 184.37 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°49'50" AND A CHORD BEARING AND DISTANCE OF N.10°52'01"W., 34.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.45 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF S.W. 49TH ROAD (BEING A 60 FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1175.53 FEET, A CENTRAL ANGLE OF 19°41'13" AND A CHORD BEARING AND DISTANCE OF N.24°14'47"E., 401.93 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.91 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N.11°56'07"E., A DISTANCE OF 222.29 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1628.55 FEET, A CENTRAL ANGLE OF 08°44'01" AND A CHORD BEARING AND DISTANCE OF N.08°03'28"E., 248.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 248.24 FEET TO A POINT ON THE AFOREMENTIONED NORTH BOUNDARY OF PARCEL 1 OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6076, PAGE 578 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, ALONG SAID NORTH BOUNDARY OF PARCEL 1 THE FOLLOWING ELEVEN (11) COURSES: S.86°19'12"E., A DISTANCE OF 198.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 68°59'49" AND A CHORD BEARING AND DISTANCE OF N.59°06'24"E., 209.56 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 222.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 56°46'29" AND A CHORD BEARING AND DISTANCE OF N.52°56'29"E., 142.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 148.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 770.00 FEET, A CENTRAL ANGLE OF 11°07'32" AND A CHORD BEARING AND DISTANCE OF N.75°52'00"E., 149.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 149.52 FEET TO THE POINT OF TANGENCY; THENCE N.70°12'55"E., A DISTANCE OF 1042.03 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1305.00 FEET, A CENTRAL ANGLE OF 16°19'08" AND A CHORD BEARING AND DISTANCE OF S.65°19'16"E., 370.43 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.69 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 25°06'00" AND A CHORD BEARING AND DISTANCE OF S.86°02'09"E., 417.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 420.56 FEET TO THE POINT OF TANGENCY; THENCE N.81°24'42"E., A DISTANCE OF 375.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 425.04 FEET, A CENTRAL ANGLE OF 60°39'51" AND A CHORD BEARING AND DISTANCE OF S.68°15'30"E., 429.30 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 450.03 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 44°11'41" AND A CHORD BEARING AND DISTANCE OF N.44°47'46"E., 255.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 262.26 FEET TO THE POINT OF TANGENCY; THENCE N.66°51'50"E., A DISTANCE OF 351.44 FEET TO THE POINT OF BEGINNING.



VICINITY MAP *SCALE: 1" = 1200'*

FLOOD CERTIFICATION:

PROPERTY LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING AND FLOOD ZONE "AE" – AN AREA WITH A 1% OF ANNUAL CHANCE FLOODING, PER THE FLOOD INSURANCE RATE MAP, MAP NO. 12083C0514E, COMMUNITY PANEL NO. 120330 0514 E & 120160 0514 E EFFECTIVE APRIL 19, 2017.

SHEET 1 OF 6
ONE IS NOT COMPLETE WITHOUT THE OTHERS

LEGEND *UNLESS OTHERWISE NOTED*

- ℄ = CENTERLINE OF RIGHT OF WAY
- C.B. = CHORD BEARING
- O.R. = OFFICIAL RECORDS OF MARION COUNTY
- [SCH] = CORRESPONDING SCHEDULE B–2 ITEM
- ● = FOUND 1/2" IRON ROD & CAP – LB 5552
- ○ = FOUND 5/8" IRON ROD & CAP – PRM LS 5316
- O = FOUND 5/8" IRON ROD & CAP – LB 5091
- ■ = FOUND 4" x 4" CONCRETE MONUMENT – LS 2628
- ⊙ = FOUND NAIL & DISC – PCP LS 5316
- (F) = FIELD MEASUREMENT
- (P) = PLAT DIMENSION
- (D) = DEED DIMENSION
- (C) = CALCULATED DIMENSION
- = DRAINAGE MANHOLE
- = STORM DRAINAGE GRATE
- = CURB INLET GRATE
- = YARD DRAINS
- = SANITARY MANHOLE
- = SANITARY CLEANOUT
- = SEWER VALVE
- = GREASE MANHOLE
- = WOOD POWER POLE
- = METAL LIGHT POLE
- = CONCRETE POWER POLE
- = ELECTRIC TRANSFORMER
- = ELECTRIC BOX
- = ELECTRIC METER
- = GUY ANCHOR
- = SPOT/GROUND LIGHT
- = TELEPHONE VAULT
- = TELEPHONE BOX
- = TELEPHONE CABLE MARKER
- = TELEPHONE MANHOLE
- = CABLE BOX
- = SATELLITE DISH
- = FIBER OPTIC CABLE MARKER
- = FIRE HYDRANT
- = WATER VALVE
- = WATER METER
- = BACKFLOW PREVENTOR
- = IRRIGATION CONTROL VALVE
- = HOSE BIBB
- = WELL
- = MONITORING WELL
- = AIR CONDITIONER PAD
- = METAL REFLECTOR POST
- = BOLLARD
- = KEY PAD
- = MAILBOX
- = SIGN
- P.V.C. = POLYVINYL CHLORIDE
- R.C.P. = REINFORCED CONCRETE PIPE
- C.M.P. = CORRUGATED METAL PIPE
- H.D.P.E. = HIGH DENSITY POLYETHYLENE
- V.C.P. = VITRIFIED CLAY PIPE
- A/E = AERIAL ELECTRIC
- = BROKEN LINE; NOT DRAWN TO SCALE
- = DENOTES CONCRETE
- = DENOTES ASPHALT

SCHEDULE B-2 ITEMS:

ABSTRACT INFORMATION WAS PROVIDED BY TITLE COMMITMENT NO. 111164959, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY FOR CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC, BEARING AN COMMITMENT DATE OF MARCH 6, 2026. THE FOLLOWING NOTES CORRESPOND TO SCHEDULE B SECTION 2 ITEMS:

ITEM 9: EASEMENT GRANTED TO FLORIDA POWER CORPORATION RECORDED IN BOOK 18, PAGE 310, AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON, SUBORDINATE AGREEMENT IN BOOK 8453, PAGE 505, DOES NOT AFFECT SUBJECT PROPERTY, AREA FALLS IN THE NEW DEDICATED RIGHT OF WAY FOR SW 49TH AVENUE ROAD AND IS SHOWN HEREON.

ITEM 10: EASEMENT GRANTED TO FLORIDA POWER CORPORATION RECORDED IN BOOK 19, PAGE 669 AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

ITEM 11: EASEMENT GRANTED TO FLORIDA POWER CORPORATION RECORDED IN BOOK 19, PAGE 670 AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

ITEM 12: EASEMENT GRANTED TO FLORIDA POWER CORPORATION RECORDED IN BOOK 19, PAGE 671 AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

ITEM 13: DEFINITION OF ACCESS EASEMENT RECORDED IN BOOK 52, PAGE 202, DOES NOT AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.

ITEM 14: EASEMENT GRANTED TO FLORIDA POWER CORPORATION RECORDED IN BOOK 156, PAGE 225 AFFECTS SUBJECT PROPERTY, SAID EASEMENT SUPERSEDES AND CANCELS EASEMENT IN BOOK 18, PAGE 310 FROM ITEM 9 ABOVE. LOCATION OF WHICH CANNOT BE DETERMINED.

ITEM 15: ELECTRIC UTILITY RIGHT OF WAY EASEMENT GRANTED TO SUMTER ELECTRIC COOPERATIVE, INC. AS RECORDED IN BOOK 248, PAGE 196 AFFECTS THE SUBJECT PROPERTY, IS BLANKET IN NATURE AND CONTAINS NO SPECIFIC LOCATION. THE AREA AFFECTED BY EASEMENT IS THE NORTH HALF OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST. SUBORDINATE OF UTILITY INTEREST RECORDED IN BOOK 8826, PAGE 1806 AS AFFECTED BY SUBORDINATE OF UTILITY INTEREST RECORDED IN BOOK 8826, PAGE 1816 AS AFFECTED BY SUBORDINATE OF UTILITY INTEREST RECORDED IN BOOK 8826, PAGE 1821 DO NOT AFFECT SUBJECT PROPERTY.

ITEM 16: RIGHT OF WAY EASEMENT GRANTED TO SUMTER ELECTRIC COOPERATIVE, INC. RECORDED IN BOOK 992, PAGE 210 AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND CONTAINS NO SPECIFIC LOCATION.

ITEM 17: RESOLUTION NO. 99–130 RECORDED IN BOOK 2704, PAGE 1330, AGREEMENT RECORDED IN BOOK 2704, PAGE 1380, NOTICE RECORDED IN BOOK 2705, PAGE 265, NOTICE RECORDED IN BOOK 2757, PAGE 478, ASSIGNMENT AND ALLOCATION OF DEVELOPMENT RIGHTS RECORDED IN BOOK 3071, PAGE 521, DEVELOPER'S AGREEMENT RECORDED IN BOOK 3099, PAGE 372, FIRST AMENDMENT RECORDED IN BOOK 3100, PAGE 759, RESOLUTION NO. 2002–35 RECORDED IN BOOK 3143, PAGE 1600, AGREEMENT RECORDED IN BOOK 3143, PAGE 1621, AGREEMENT RECORDED IN BOOK 3277, PAGE 369, AGREEMENT RECORDED IN BOOK 3277, PAGE 493, RE–ALLOCATION OF DEVELOPMENT RIGHTS RECORDED IN BOOK 3327, PAGE 553, ASSIGNMENT AND ALLOCATION OF DEVELOPMENT RIGHTS RECORDED IN BOOK 3348, PAGE 118, AGREEMENT RECORDED IN BOOK 3383, PAGE 1758, AGREEMENT RECORDED IN BOOK 3557, PAGE 1685, RESOLUTION NO. 2003–116 RECORDED IN BOOK 3557, PAGE 1690 AND RE–RECORDED IN BOOK 3628, PAGE 1058, AGREEMENT RECORDED IN BOOK 3628, PAGE 1045, NOTIFICATION RECORDED IN BOOK 3994, PAGE 162, NOTICE RECORDED IN BOOK 4087, PAGE 907, NOTIFICATION RECORDED IN BOOK 4291, PAGE 1418, NOTICE RECORDED IN BOOK 4324, PAGE 856, AGREEMENT RECORDED IN BOOK 4717, PAGE 1, AGREEMENT RECORDED IN BOOK 4720, PAGE 971 AND 9TH AMENDMENT TO DEVELOPER'S AGREEMENT RECORDED IN BOOK 5786, PAGE 1854, TENTH AMENDMENT RECORDED IN BOOK 6451, PAGE 1549; DEVELOPERS AGREEMENT RECORDED IN BOOK 7549, PAGE 831 AFFECT SUBJECT PROPERTY.

ITEM 18: DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED IN BOOK 3587, PAGE 1612 AND RE–RECORDED IN BOOK 3654, PAGE 1395, AMENDED IN BOOK 4442, PAGE 1874, AMENDED IN BOOK 5481, PAGE 1518 AND AMENDMENT IN BOOK 5624, PAGE 581, AFFECT SUBJECT PROPERTY.

ITEM 19: TEMPORARY ROADWAY AND UTILITY EASEMENT AGREEMENT RECORDED IN BOOK 3728, PAGE 1045 INCLUDES ADJACENT PROPERTY, BUT DOES NOT DIRECTLY AFFECT SUBJECT PROPERTY.

ITEM 20: DECLARATION OF EASEMENT RECORDED IN BOOK 4809, PAGE 877 AFFECTS SUBJECT PROPERTY.

ITEM 21: ASSIGNMENT OF TRIPS AND AGREEMENT TO PURCHASE IMPACT FEE CREDITS RECORDED IN BOOK 8714, PAGE 1556 AFFECTS SUBJECT PROPERTY.

NOTES:

1. *DATE OF FIELD SURVEY: MARCH 27, 2026.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.*
5. *BEARINGS AND STATE PLANE COORDINATES DEPICTED HEREON ARE GRID, WEST FLORIDA ZONE, NAD–83 (CORS96) EPOCH: 2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK.*
6. *ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.*
7. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
8. *THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.*
9. *THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.*
10. *ALL ABOVE GROUND IMPROVEMENTS ARE SHOWN HEREON.*
11. *THERE IS NO OBSERVED EVIDENCE OF EARTHMOVING ON THE SUBJECT PARCEL AT THE TIME OF THE SURVEY.*
12. *THERE IS NO OBSERVED EVIDENCE OF SOLID WASTE DUMPING OR LANDFILL ON THE SUBJECT PARCEL AT THE TIME OF THE SURVEY.*
13. *THERE IS NO OBSERVED EVIDENCE OF CONTEMPLATED ROADWAY CHANGES OR CONSTRUCTION ON THE SUBJECT PARCEL AT THE TIME OF THE SURVEY.*
14. *THERE IS NO OBSERVED EVIDENCE OF SIDEWALK CONSTRUCTION OR REPAIRS ON THE SUBJECT PARCEL AT THE TIME OF THE SURVEY.*
15. *THERE IS NO VISIBLE EVIDENCE OF ANY MINING, DRILLING OR EXPLORATION ON THE SUBJECT PARCEL AT THE TIME OF THE SURVEY.*
16. *FIELD MEASUREMENTS DO NOT EXCEED THE MAXIMUM RELATIVE POSITIONAL PRECISION SET FORTH BY THE CURRENT ALTA/NSPS MINIMUM STANDARD DETAIL REQUIREMENTS.*
17. *VERTICAL DATUM BASED ON CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINT 0012, ELEVATION 81.82' (NAVD–88).*
18. *SUBJECT PARCEL HAS DIRECT ACCESS AND IS CONTIGUOUS TO PUBLICLY DEDICATED RIGHT OF WAY ON SW 49TH STREET, SW 61ST ROAD, SW 66TH STREET AND PROPOSED SW 49TH AVENUE ROAD.*
19. *SUBJECT PARCEL IS CONTIGUOUS WITH ADJOINING PARCELS ALONG THEIR COMMON BOUNDARY LINES WITHOUT GAP, GORE, OVERLAP OR HIATUS.*

SURVEYOR'S CERTIFICATION:

TO LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, LWL LAW, PLLC, A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY AND CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 8, 11(a), 13, 14, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON MARCH 27, 2026.

DATE OF PLAT OR MAP: MAY 4, 2026.

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. – LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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APPROVED: T.P.B.
SCALE: 1" = 100'

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Chartered Professional Park • 1309 S.E. 25th Loop•Suite 120•Ocala, FLORIDA 34471
PHONE: (352) 622-1330 • FAX: (352) 629-2711 • www.rmbarrineau.com
REGISTERED IN BARRINEAU, P.S.M.• FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS P. BARRINEAU, P.S.M. • LS 6897

ALTA/NSPS LAND TITLE SURVEY
FOR: LENNAR HOMES, LLC

REFERENCES:
F.B. 508 POS. 12–79
F.B. 488 POS. 23–65
F.B. 655 POS. 46–48

FILE: 3–16–21

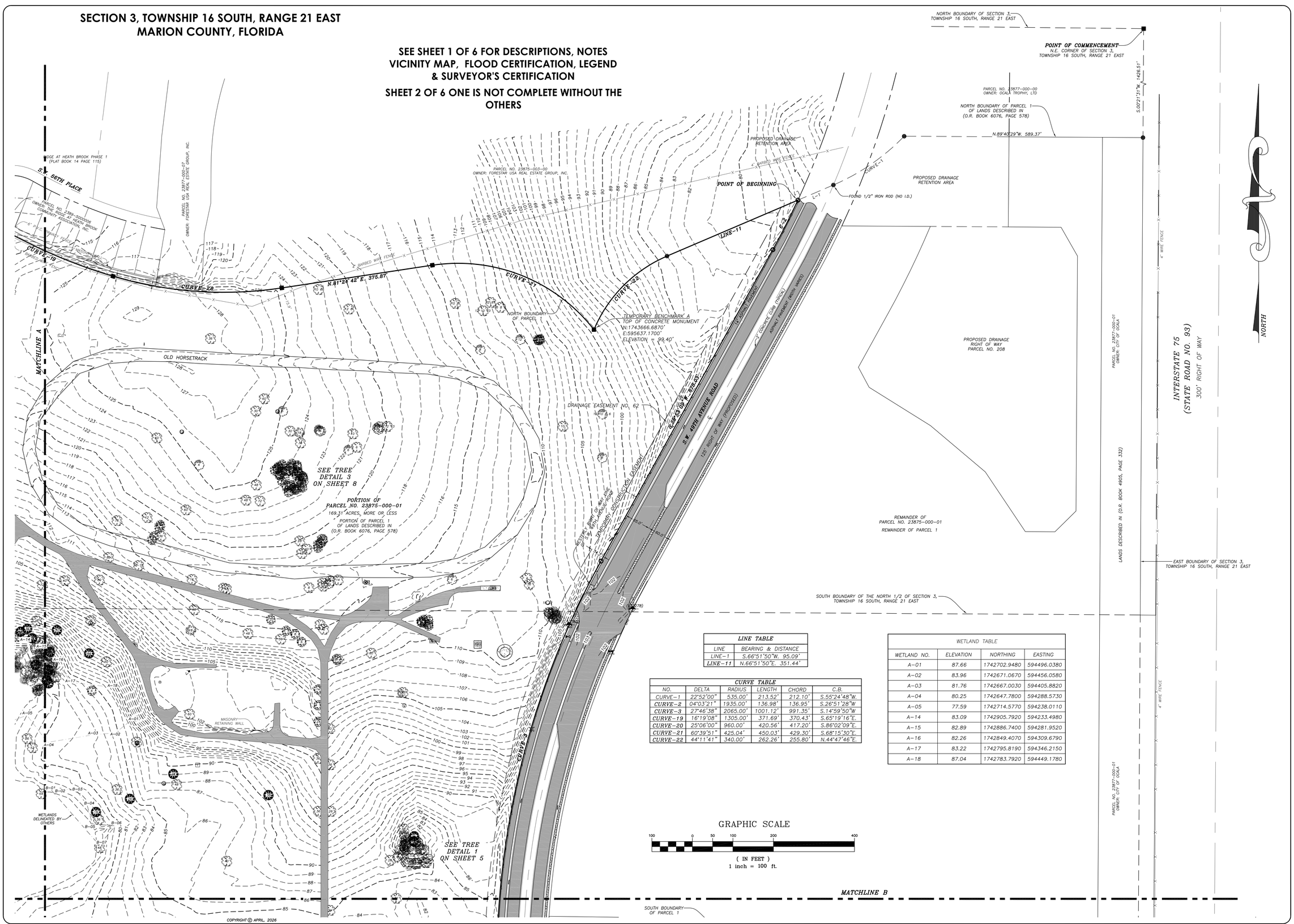
J.O.# 11026
DWG.# 11026 WEST ALTA_R TOPO

SHT 1 OF 6

SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

SEE SHEET 1 OF 6 FOR DESCRIPTIONS, NOTES VICINITY MAP, FLOOD CERTIFICATION, LEGEND & SURVEYOR'S CERTIFICATION

SHEET 2 OF 6 ONE IS NOT COMPLETE WITHOUT THE OTHERS



LINE TABLE	
LINE	BEARING & DISTANCE
LINE-1	S.66°51'50"W. 95.09'
LINE-11	N.66°51'50"E. 351.44'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
CURVE-1	22°52'00"	535.00'	213.52'	212.10'	S.55°24'48"W.
CURVE-2	04°03'21"	1935.00'	136.98'	136.95'	S.26°51'28"W
CURVE-3	27°46'38"	2065.00'	1001.12'	991.35'	S.14°59'50"W
CURVE-19	16°19'08"	1305.00'	371.69'	370.43'	S.65°19'16"E.
CURVE-20	25°06'00"	960.00'	420.56'	417.20'	S.86°02'09"E.
CURVE-21	60°39'51"	425.04'	450.03'	429.30'	S.68°15'30"E.
CURVE-22	44°11'41"	340.00'	262.26'	255.80'	N.44°47'46"E.

WETLAND TABLE			
WETLAND NO.	ELEVATION	NORTHING	EASTING
A-01	87.66	1742702.9480	594496.0380
A-02	83.96	1742671.0670	594456.0580
A-03	81.76	1742667.0030	594405.8820
A-04	80.25	1742647.7800	594288.5730
A-05	77.59	1742714.5770	594238.0110
A-14	83.09	1742905.7920	594233.4980
A-15	82.89	1742886.7400	594281.9520
A-16	82.26	1742849.4070	594309.6790
A-17	83.22	1742795.8190	594346.2150
A-18	87.04	1742783.7920	594449.1780

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

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Richard M. Barrineau, Jr., Sr. • FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5991
Richard M. Barrineau, III, P.S.M. • L.S. 6981

ALTA/NSPS LAND TITLE SURVEY
FOR: LENNAR HOMES, LLC

REFERENCES:
F.B. 508 PGS. 12-79
F.B. 488 PGS. 23-65
F.B. 655 PGS. 46-48

FILE: 3-16-21

J.O.# 11026
DWG.# 11026 WEST ALTA_R TOPO

SHT 2 OF 6

SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

MATCHLINE B

MATCHLINE A

PORTION OF PARCEL NO. 23875-000-01
169.31 ACRES, MORE OR LESS
PORTION OF PARCEL 1 OF LANDS DESCRIBED IN (O.R. BOOK 6076, PAGE 578)

PORTION OF PARCEL NO. 35364-000-00
169.31 ACRES, MORE OR LESS
PORTION OF PARCEL 2 OF LANDS DESCRIBED IN (O.R. BOOK 6076, PAGE 578)

NORTHEASTERLY RIGHT OF WAY LINE OF S.W. 61ST ROAD

NORTHERLY BOUNDARY OF PRESERVE AT HEATH BROOK PHASE 1

EXCEPTION "NOT INCLUDED" PRESERVE AT HEATH BROOK PHASE 1 (PLAT BOOK 10 PAGE 171)

PRESERVE AT HEATH BROOK PHASE 1 (PLAT BOOK 10 PAGE 171)

EASTERLY BOUNDARY OF PRESERVE AT HEATH BROOK PHASE 1

SOUTH BOUNDARY OF PARCEL 1

NORTH BOUNDARY OF PARCEL 2

PROPOSED DRAINAGE RETENTION AREA

REMAINDER OF PARCEL NO. 35364-000-00

WETLANDS DELINEATED BY OTHERS

CURVE-7 R=470.00' L=508.66' CH=484.19' N.62°42'13"W.

S.62°26'10"W. 419.90'

S.W. 62ND LOOP
50' RIGHT OF WAY

S.66°40'39"W. 771.95'

N.62°38'30"E. 763.22'

S.01°06'31"W. 1464.30'

S.W. 49TH AVENUE ROAD
125' RIGHT OF WAY (PROPOSED)

S.W. 63RD STREET
50' RIGHT OF WAY

N.00°59'29"E. 464.48'

S.W. 66TH STREET (WILLIAMS STREET)
80' RIGHT OF WAY

N.89°01'22"W. 760.93'

CURVE-10 R=600.00' L=487.70' CH=474.38' N.30°40'44"W.

CURVE-9 R=660.00' L=281.04' CH=278.92' N.19°34'17"W.

CURVE-8 R=785.00' L=147.09' CH=146.88' S.61°07'53"W.

CURVE-6 R=1530.00' L=73.97' CH=73.96' N.62°42'13"W.

CURVE-5 R=470.00' L=508.66' CH=484.19' S.87°39'49"W.

C-8 R=80.00' L=125.66' CH=113.14' S.45°26'10"W.

C-4 R=80.00' L=125.66' CH=113.14' N.44°33'50"W.

LINE-2 S.10°11'56"W. 50.64'

LINE-3 S.01°06'31"W. 220.97'

LINE-4 S.46°03'29"W. 42.46'

LINE-5 N.00°57'33"E. 39.86'

LINE-6 N.33°13'50"W. 80.26'

LINE-7 N.04°52'09"W. 307.19'

LINE TABLE	
LINE	BEARING & DISTANCE
LINE-2	S.10°11'56"W. 50.64'
LINE-3	S.01°06'31"W. 220.97'
LINE-4	S.46°03'29"W. 42.46'
LINE-5	N.00°57'33"E. 39.86'
LINE-6	N.33°13'50"W. 80.26'
LINE-7	N.04°52'09"W. 307.19'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
CURVE-4	81°21'50"	170.00'	241.41'	221.63'	N.13°00'20"E.
CURVE-5	62°00'29"	470.00'	508.66'	484.19'	S.87°39'49"W.
CURVE-6	02°46'12"	1530.00'	73.97'	73.96'	N.62°42'13"W.
CURVE-7	108°42'06"	235.00'	445.84'	381.92'	N.59°12'39"W.
CURVE-8	10°44'10"	785.00'	147.09'	146.88'	S.61°07'53"W.
CURVE-9	24°23'50"	660.00'	281.04'	278.92'	N.19°34'17"W.
CURVE-10	46°34'18"	600.00'	487.70'	474.38'	N.30°40'44"W.

SEE SHEET 1 OF 6 FOR DESCRIPTIONS, NOTES VICINITY MAP, FLOOD CERTIFICATION, LEGEND & SURVEYOR'S CERTIFICATION

SHEET 3 OF 6
ONE IS NOT COMPLETE WITHOUT THE OTHERS

WETLAND TABLE			
WETLAND NO.	ELEVATION	NORTHING	EASTING
C-01	73.89	1742201.0380	594055.5110
C-02	65.60	1742087.5750	593820.5480
C-03	64.96	1742070.7260	593744.7900
C-04	65.27	1742063.3380	593717.9690
C-05	65.88	1742074.7280	593579.5870
C-06	65.97	1742116.3610	593575.0490
C-07	66.40	1742160.1110	593606.4900
C-08	68.27	1742241.8430	593620.9140
C-09	70.56	1742307.6980	593652.5490
C-19	73.66	1742309.4360	593886.1180

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

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REGINALD M. BARRINEAU, P.S.M. • FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5551
RICHARD E. SHARPLESS, P.S.M. • LS 6541

ALTA/NSPS LAND TITLE SURVEY
FOR: LENNAR HOMES, LLC

REFERENCES:
F.B. 508 PGS. 12-79
F.B. 488 PGS. 23-65
F.B. 655 PGS. 46-48

FILE: 3-16-21

J.O.# 11026
DWG.# 11026 WEST ALTA_R TOPO

SHT 3 OF 6

SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

SEE SHEET 1 OF 6 FOR DESCRIPTIONS, NOTES VICINITY MAP, FLOOD CERTIFICATION, LEGEND & SURVEYOR'S CERTIFICATION

SHEET 4 OF 6
ONE IS NOT COMPLETE WITHOUT THE OTHERS

WETLAND TABLE			
WETLAND NO.	ELEVATION	NORTHING	EASTING
A-01	87.66	1742702.9480	594496.0380
A-02	83.96	1742671.0670	594456.0580
A-03	81.76	1742667.0030	594405.8820
A-04	80.25	1742647.7800	594288.5730
A-05	77.59	1742714.5770	594238.0110
A-06	76.67	1742608.6290	593952.9390
A-07	77.59	1742658.9250	593950.6610
A-08	79.09	1742754.9130	593993.4480
A-09	80.10	1742801.5930	596141.0430
A-10	79.29	1742821.8770	594056.3340
A-11	78.08	1742823.3840	594089.4130
A-12	78.64	1742855.8100	594122.2020
A-13	80.76	1742893.1200	594189.9120
A-14	83.09	1742905.7920	594233.4980
A-15	82.89	1742886.7400	594281.9520
A-16	82.26	1742849.4070	594309.6790
A-17	83.22	1742795.8190	594346.2150
A-18	87.04	1742783.7920	594449.1780
B-01	76.86	1742530.8930	594297.4040
B-02	76.75	1742534.7680	594319.3110
B-03	77.62	1742527.3650	594361.7010
B-04	77.55	1742492.0590	594386.7010
B-05	75.79	1742446.3470	594399.5020
B-06	79.54	1742441.7460	594456.3710
B-07	76.58	1742394.1690	594416.2490
C-01	73.89	1742201.0380	594055.5110
C-02	65.60	1742087.5750	593820.5480
C-03	64.96	1742070.7260	593744.7900
C-04	65.27	1742063.3380	593717.9690
C-05	65.88	1742074.7280	593579.5870
C-06	65.97	1742116.3610	593575.0490
C-07	66.40	1742160.1110	593606.4900
C-08	68.27	1742241.8430	593620.9140
C-09	70.56	1742307.6980	593652.5490
C-10	73.61	1742366.4700	593705.5400
C-11	74.81	1742396.6840	593719.0030
C-12	75.00	1742449.4260	593749.2140
C-13	76.50	1742492.9890	593805.7410
C-14	75.60	1742505.4400	593858.2310
C-15	76.58	1742465.2690	593831.7130
C-16	76.37	1742432.9600	593773.9700
C-17	74.67	1742378.5930	593755.5020
C-18	73.50	1742346.3820	593811.7380
C-19	73.66	1742309.4360	593886.1180

LINE TABLE	
LINE	BEARING & DISTANCE
LINE-8	N.54°00'09"W. 184.37'
LINE-9	N.11°56'07"E. 222.29'
LINE-10	S.86°19'12"E. 198.87'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	C.B.
CURVE-11	16°14'43"	250.00'	70.88'	70.65'	N.45°53'16"W.
CURVE-12	16°14'52"	250.00'	70.89'	70.66'	N.45°47'10"W.
CURVE-13	85°49'50"	25.00'	37.45'	34.05'	N.10°52'01"W.
CURVE-14	19°41'13"	1175.53'	403.91'	401.93'	N.21°47'38"E.
CURVE-15	08°44'01"	1628.55'	248.24'	248.00'	N.08°03'28"E.
CURVE-16	68°59'49"	185.00'	222.78'	209.56'	N.59°06'24"E.
CURVE-17	56°46'29"	150.00'	148.64'	142.63'	N.52°56'29"E.
CURVE-18	11°07'32"	770.00'	149.52'	149.28'	N.75°52'00"E.
CURVE-19	16°19'08"	1305.00'	371.69'	370.43'	S.65°19'16"E.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

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ALTA/NSPS LAND TITLE SURVEY
FOR: LENNAR HOMES, LLC

REFERENCES:
F.B. 508 PGS. 12-79
F.B. 488 PGS. 23-65
F.B. 635 PGS. 46-48

FILE: 3-16-21

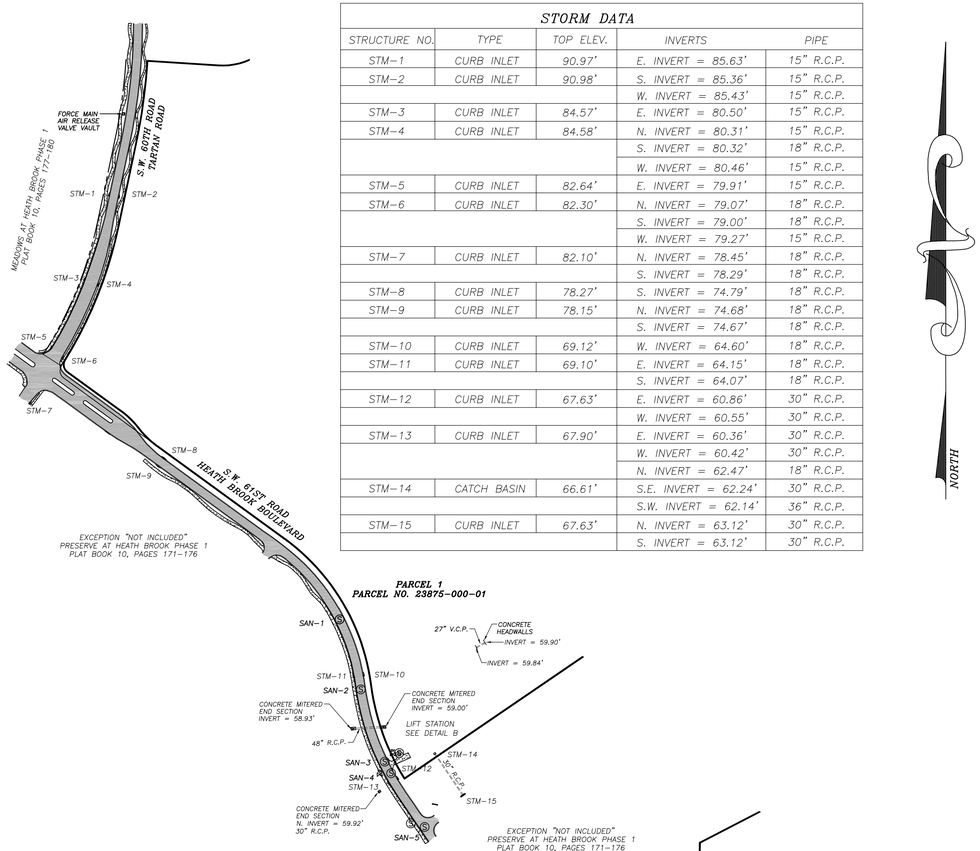
J.O.# 11026

DWG.# 11026 WEST ALTA_R TOPO

SHT 4 OF 6

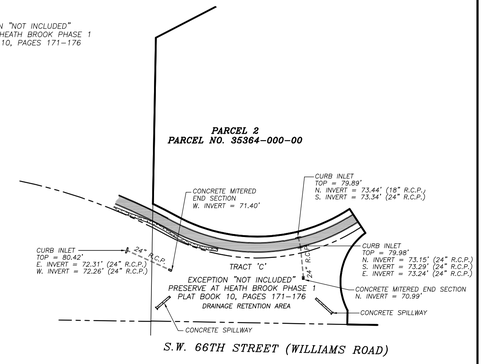
SECTIONS 3 & 4, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

STORM & SANITARY DETAIL: *SCALE: 1" = 200'*

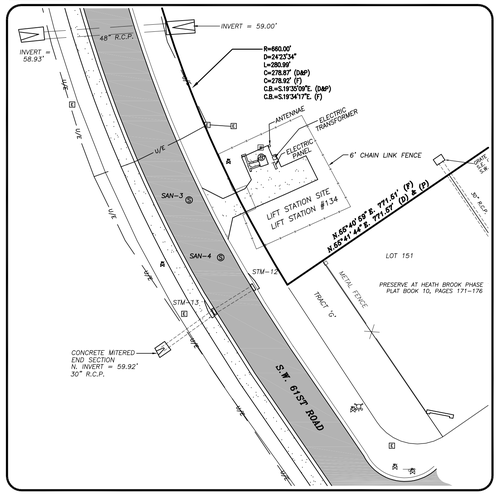


STORM DATA				
STRUCTURE NO.	TYPE	TOP ELEV.	INVERTS	PIPE
STM-1	CURB INLET	90.97'	E. INVERT = 85.63'	15" R.C.P.
STM-2	CURB INLET	90.98'	S. INVERT = 85.36'	15" R.C.P.
			W. INVERT = 85.43'	15" R.C.P.
STM-3	CURB INLET	84.57'	E. INVERT = 80.50'	15" R.C.P.
STM-4	CURB INLET	84.58'	N. INVERT = 80.31'	15" R.C.P.
			S. INVERT = 80.32'	18" R.C.P.
			W. INVERT = 80.46'	15" R.C.P.
STM-5	CURB INLET	82.64'	E. INVERT = 79.91'	15" R.C.P.
STM-6	CURB INLET	82.30'	N. INVERT = 79.07'	18" R.C.P.
			S. INVERT = 79.00'	18" R.C.P.
			W. INVERT = 79.27'	15" R.C.P.
STM-7	CURB INLET	82.10'	N. INVERT = 78.45'	18" R.C.P.
			S. INVERT = 78.29'	18" R.C.P.
STM-8	CURB INLET	78.27'	S. INVERT = 74.79'	18" R.C.P.
STM-9	CURB INLET	78.15'	N. INVERT = 74.68'	18" R.C.P.
			S. INVERT = 74.67'	18" R.C.P.
STM-10	CURB INLET	69.12'	W. INVERT = 64.60'	18" R.C.P.
STM-11	CURB INLET	69.10'	E. INVERT = 64.15'	18" R.C.P.
			S. INVERT = 64.07'	18" R.C.P.
STM-12	CURB INLET	67.63'	E. INVERT = 60.86'	30" R.C.P.
			W. INVERT = 60.55'	30" R.C.P.
STM-13	CURB INLET	67.90'	E. INVERT = 60.36'	30" R.C.P.
			W. INVERT = 60.42'	30" R.C.P.
			N. INVERT = 62.47'	18" R.C.P.
STM-14	CATCH BASIN	66.61'	S.E. INVERT = 62.24'	30" R.C.P.
			S.W. INVERT = 62.14'	36" R.C.P.
STM-15	CURB INLET	67.63'	N. INVERT = 63.12'	30" R.C.P.
			S. INVERT = 63.12'	30" R.C.P.

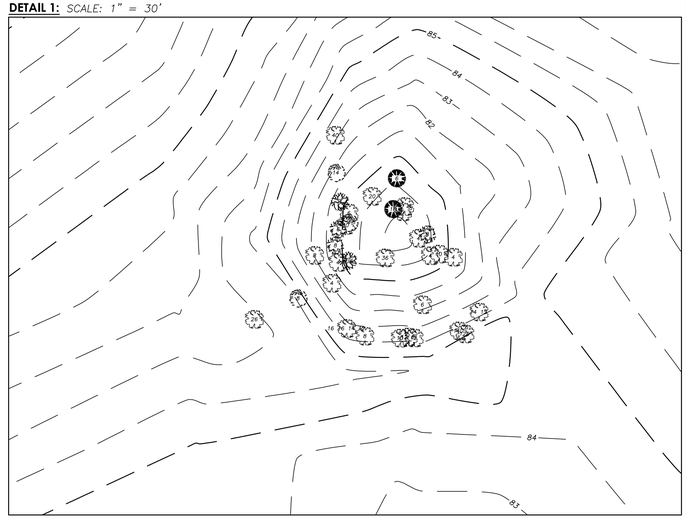
SANITARY DATA				
STRUCTURE NO.	TYPE	RIM ELEV.	INVERTS	PIPE
SAN-1	MANHOLE	72.70'	N. INVERT = 58.55'	8" P.V.C.
			S. INVERT = 58.54'	8" P.V.C.
SAN-2	MANHOLE	69.20'	N. INVERT = 57.47'	8" P.V.C.
			S. INVERT = 57.33'	8" P.V.C.
			N.E. INVERT = 57.46'	8" P.V.C.
SAN-3	MANHOLE	68.18'	N. INVERT = 56.30'	8" P.V.C.
			S. INVERT = 56.43'	8" P.V.C.
			E. INVERT = 56.28'	8" P.V.C.
			N.W. INVERT = 56.35'	8" P.V.C.
			S.W. INVERT = 56.30'	8" P.V.C.
SAN-4	MANHOLE	68.07'	N. INVERT = 56.49'	8" P.V.C.
			S. INVERT = 56.70'	8" P.V.C.
			E. INVERT = 56.65'	8" P.V.C.
SAN-5	MANHOLE	69.15'	N. INVERT = 60.52'	8" P.V.C.
			S. INVERT = 60.59'	8" P.V.C.
			E. INVERT = 60.60'	8" P.V.C.



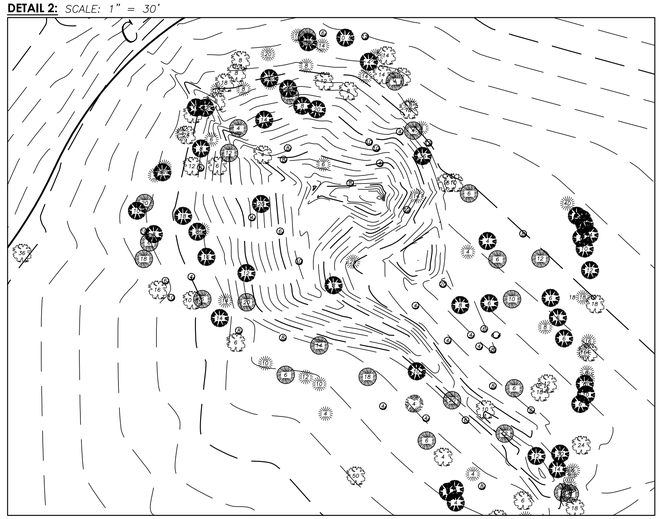
DETAIL B: *SCALE: 1" = 40'*



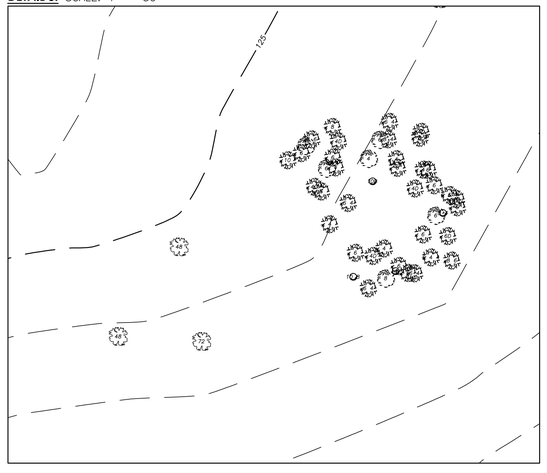
DETAIL 1: *SCALE: 1" = 30'*



DETAIL 2: *SCALE: 1" = 30'*



DETAIL 3: *SCALE: 1" = 30'*



SEE SHEET 1 OF 6 FOR DESCRIPTIONS, NOTES VICINITY MAP, FLOOD CERTIFICATION, LEGEND & SURVEYOR'S CERTIFICATION

SHEET 5 OF 6
ONE IS NOT COMPLETE WITHOUT THE OTHERS

LEGEND *UNLESS OTHERWISE NOTED*

- ℄ = CENTERLINE OF RIGHT OF WAY
- ● = FOUND 1/2" IRON ROD & CAP – LB 5552
- ○ = FOUND 5/8" IRON ROD & CAP – PRM LS 5316
- ○ = FOUND 5/8" IRON ROD & CAP – LB 5091
- ■ = FOUND 4" x 4" CONCRETE MONUMENT – LS 2628
- ⊙ = FOUND NAIL & DISC – PCP LS 5316
- WM = WATER METER
- IC = IRRIGATION CONTROL VALVE
- HB = HOSE BIBB
- T = TELEPHONE BOX
- FO = FIBER OPTIC CABLE MARKER
- E = ELECTRIC BOX
- CB = CABLE BOX
- = SIGN
- = WOOD POWER POLE
- = CONCRETE LIGHT POLE
- = GUY ANCHOR
- WV = WATER VALVE
- FH = FIRE HYDRANT
- W = WELL
- MW = MONITORING WELL
- MB = MAIL BOX
- S = SANITARY MANHOLE
- SC = SANITARY CLEANOUT
- SV = SEWER VALVE
- D = DRAINAGE MANHOLE
- R/W = RIGHT OF WAY LINE
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- (D) = DEED DIMENSION
- (C) = CALCULATED DIMENSION
- (F) = FIELD MEASUREMENT
- (P) = PLAT MEASUREMENT
- C.B. = CHORD BEARING
- V.C.P. = VITRIFIED CLAY PIPE
- P.V.C. = POLYVINYL CHLORIDE PIPE
- R.C.P. = REINFORCED CONCRETE PIPE
- C.M.P. = CORRUGATED METAL PIPE
- H.D.P.E. = HIGH DENSITY POLYETHYLENE PIPE
- O.R. = OFFICIAL RECORDS OF MARION COUNTY
- = BENCHMARK/CONTROL POINT
- A/E = AERIAL ELECTRIC
- = BROKEN LINE; NOT DRAWN TO SCALE
- = DENOTES CONCRETE
- = DENOTES ASPHALT

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

CAMPHOR	HOLLY
CEDAR	BASS WOOD
CHERRY	OAK
CHINABERRY	PALM
ELM	PINE
HICKORY	SWEETGUM

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NO.	REVISIONS	BY	DATE

DRAWN: S.W.M.
REVISED:
REVISED: T.P.B.
CHECKED:
APPROVED: T.P.B.
SCALE:

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 120 • Ocala, FLORIDA 34471
PHONE: (352) 622-1313 • FAX: (352) 629-2171 • www.rmbarrineau.com
REGINALD M. BARRINEAU, JR. - Sr. FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5091
TRAVIS E. GARRISON, P.S.M. - LS 6981

ALTA/NSPS LAND TITLE SURVEY
FOR: ROY T. BOYD, III

REFERENCES:
F.B. 508 PGS. 12-79
F.B. 488 PGS. 23-65
F.B. 655 PGS. 46-48

FILE: 3-16-21

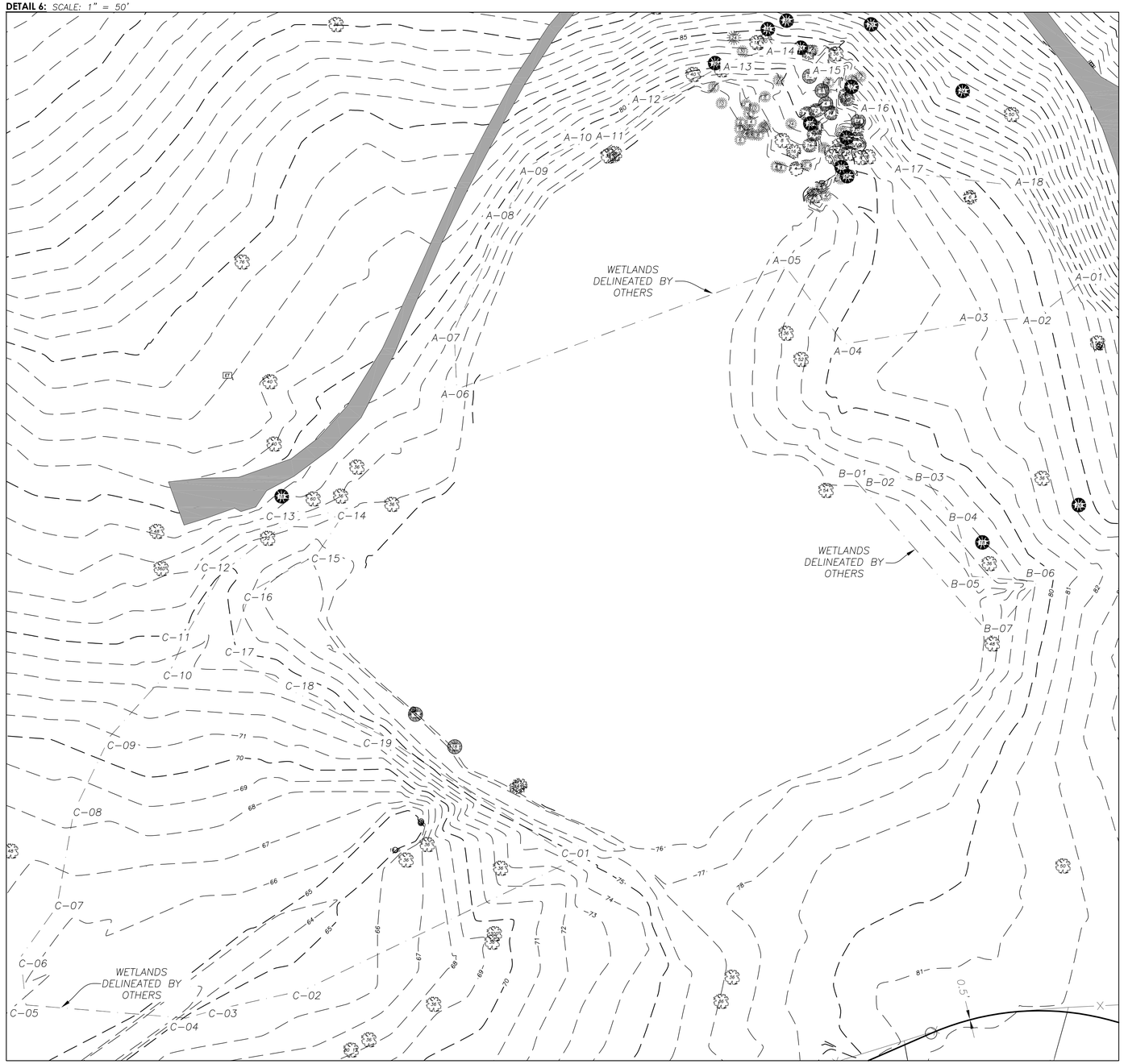
J.O.# 11026

DWG.# 11026 WEST ALTA_R TOPO

SHT 5 OF 6

SECTIONS 3 & 4, TOWNSHIP 16 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

DETAIL 6: *SCALE: 1" = 50'*



WETLAND TABLE			
WETLAND NO.	ELEVATION	NORTHING	EASTING
WET LAND A-1	87.66	1742702.9480	594496.0380
WET LAND A-2	83.96	1742671.0670	594456.0580
WET LAND A-3	81.76	1742667.0030	594405.8820
WET LAND A-4	80.25	1742647.7800	594288.5730
WET LAND A-5	77.59	1742714.5770	594238.0110
WET LAND A-6	76.67	1742608.6290	593952.9390
WET LAND A-7	77.59	1742658.9250	593950.6610
WET LAND A-8	79.09	1742754.9130	593993.4480
WET LAND A-9	80.10	1742801.5930	596141.0430
WET LAND A-10	79.29	1742821.8770	594056.3340
WET LAND A-11	78.08	1742823.3840	594089.4130
WET LAND A-12	78.64	1742855.8100	594122.2020
WET LAND A-13	80.76	1742893.1200	594189.9120
WET LAND A-14	83.09	1742905.7920	594233.4980
WET LAND A-15	82.89	1742886.7400	594281.9520
WET LAND A-16	82.26	1742849.4070	594309.6790
WET LAND A-17	83.22	1742795.8190	594346.2150
WET LAND A-18	87.04	1742783.7920	594449.1780

WETLAND TABLE			
WETLAND NO.	ELEVATION	NORTHING	EASTING
WET LAND B-1	76.86	1742530.8930	594297.4040
WET LAND B-2	76.75	1742534.7680	594319.3110
WET LAND B-3	77.62	1742527.3650	594361.7010
WET LAND B-4	77.55	1742492.0590	594386.7010
WET LAND B-5	75.79	1742446.3470	594399.5020
WET LAND B-6	79.54	1742441.7460	594456.3710
WET LAND B-7	76.58	1742394.1690	594416.2490

WETLAND TABLE			
WETLAND NO.	ELEVATION	NORTHING	EASTING
WET LAND C-1	73.89	1742201.0380	594055.5110
WET LAND C-2	65.60	1742087.5750	593820.5480
WET LAND C-3	64.96	1742070.7260	593744.7900
WET LAND C-4	65.27	1742063.3380	593717.9690
WET LAND C-5	65.88	1742074.7280	593579.5870
WET LAND C-6	65.97	1742116.3610	593575.0490
WET LAND C-7	66.40	1742160.1110	593606.4900
WET LAND C-8	68.27	1742241.8430	593620.9140
WET LAND C-9	70.56	1742307.6980	593652.5490
WET LAND C-10	73.61	1742366.4700	593705.5400
WET LAND C-11	74.81	1742396.6840	593719.0030
WET LAND C-12	75.00	1742449.4260	593749.2140
WET LAND C-13	76.50	1742492.9890	593805.7410
WET LAND C-14	75.60	1742505.4400	593858.2310
WET LAND C-15	76.58	1742465.2690	593831.7130
WET LAND C-16	76.37	1742432.9600	593773.9700
WET LAND C-17	74.67	1742378.5930	593755.5020
WET LAND C-18	73.50	1742346.3820	593811.7380
WET LAND C-19	73.66	1742309.4360	593886.1180

SEE SHEET 1 OF 6 FOR DESCRIPTIONS, NOTES VICINITY MAP, FLOOD CERTIFICATION, LEGEND & SURVEYOR'S CERTIFICATION

SHEET 6 OF 6
ONE IS NOT COMPLETE WITHOUT THE OTHERS

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

CAMPHOR	HOLLY
CEDAR	BASS WOOD
CHERRY	OAK
CHINABERRY	PALM
ELM	PINE
HICKORY	SWEETGUM

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NORTH

NO.	REVISIONS	BY	DATE

DRAWN: S.W.M.
REVISED:
REVISED: T.P.B.
CHECKED: T.P.B.
APPROVED:
SCALE:

R.M. BARRINEAU AND ASSOCIATES
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REGINALD M. BARRINEAU, JR.-Sr. FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5991
TRAVIS F. BARRINEAU, P.S.M. - LS 6991

ALTA/NSPS LAND TITLE SURVEY
FOR: ROY T. BOYD, III

REFERENCES:
F.B. 508 PGS. 12-79
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F.B. 635 PGS. 46-48

FILE: 3-16-21

J.O.# 11026
DWG.# 11026 WEST ALTA_R TOPO
SHT 6 OF 6

MOCKINGBIRD RIDGE

PD MASTER PLAN AT HEATHBROOK

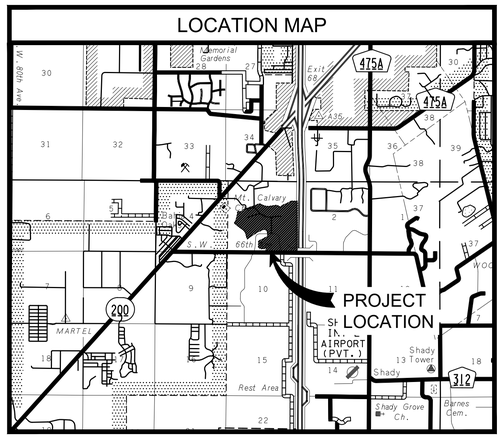
CITY OF OCALA, FLORIDA

SECTION 3 AND 4, TOWNSHIP 16 SOUTH, RANGE 21 EAST

JANUARY 2026



LOCATION MAP



DRAWING INDEX

SHEET	TITLE
C001	COVER SHEET
C002	MOCKINGBIRD PD MASTER PLAN
C003	PD - SITE DEVELOPMENT PLAN
C004	EXISTING TOPOGRAPHY
C005	TYPICAL SECTIONS
S01 TO S09	BOUNDARY & TOPOGRAPHIC SURVEY (R.M. BARRINEAU AND ASSOCIATES)

GENERAL NOTES

LAND USE DEVELOPMENT DATA

PARCEL IDENTIFICATION NUMBER: 23875-000-01 & 35364-000-00

PRESENT ZONING: HEATH BROOK PUD-02

ABUTTING ZONING: NORTH - HEATH BROOK PD
EAST - ROW (I-75)
SOUTH - ROW (SW 66TH STREET)
WEST - ROW (SW 61ST ROAD) HEATH BROOK PUD-02 & PUD-03

LAND USE: LI - (LOW INTENSITY)

WATER
POTABLE WATER WILL BE PROVIDED BY THE CITY OF OCALA.

SEWER
WASTEWATER WILL BE PROVIDED BY THE CITY OF OCALA.

FEMA DESIGNATION:
FLOOD CERTIFICATION:
PROPERTY LIES IN FLOOD ZONE "X" - AN AREA OF MINIMAL FLOODING AND FLOOD ZONE "AE" - AN AREA WITH A 1% OF ANNUAL CHANCE FLOODING, PER THE FLOOD INSURANCE RATE MAP NO. 12083C0514E, 12083C0518E, 12083C0702E, AND 12083C0706E EFFECTIVE APRIL 19, 2017.

DRAINAGE SUMMARY:
THIS PROJECT SHALL UTILIZE ON-SITE WATER RETENTION AREAS SIZED TO MEET THE REGULATORY REQUIREMENTS OF THE CITY OF OCALA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT. ALL RETENTION AREAS AND DRAINAGE SYSTEM WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

MAINTENANCE:
THE PROPERTY OWNER SHALL PROVIDE PERPETUAL MAINTENANCE FOR THE PRIVATE STREETS, NEW & REPLACEMENT STREET SIGNS. DRAINAGE SYSTEMS AND COMMON AREAS OF THE DEVELOPMENT AND FOR OPERATION AND MAINTENANCE OF ALL PRIVATE FACILITIES. ROADS DESIGNATED FOR DEDICATION TO THE PUBLIC SHALL BE MAINTAINED BY THE CITY OF OCALA, SW 49TH AVENUE ROAD WILL BE MAINTAINED BY MARION COUNTY.

UTILITY CONTACT LISTING

ELECTRIC
OCALA ELECTRIC UTILITY
1805 NE 30TH AVE
BLDG 400
OCALA, FL 34470
RANDY HAHN
(352) 351-6615

WATER & SEWER
CITY OF OCALA
2100 NE 30TH AVE
OCALA, FL 34470
STACEY FERRANTE
(352) 351-6775

PHONE
CENTURYLINK
1325 BLAIRSTONE RD
RM 113
TALLAHASSEE, FL 32301
BILL MCCLOUD
(850) 599-1444

INTERNET
COX CABLE
4040 NE 49TH AVE
OCALA, FL 34470
MICHELLE OSBORNE
(478) 314-3577

PROJECT OWNER AND CONSULTANTS

OWNER/APPLICANT:
BOYD DEVELOPMENT, LLC
1720 SE 16TH AVENUE, BLDG. 200
OCALA, FL 34471

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200
OCALA, FLORIDA 34471
(352) 438-3000

SURVEYOR:
R.M. BARRINEAU AND ASSOCIATES
1309 SE 25TH LOP, SUITE 103,
OCALA, FLORIDA 34471
(352) 622-3133

GEOTECHNICAL ENGINEERING CONSULTANT
GEOTECH, INC.
1016 SE 3RD AVE.
OCALA, FLORIDA 34471
(352) 694-7711

TRAFFIC STATEMENT

CALCULATIONS ARE IN ACCORDANCE WITH THE APPROVED HEATH BROOK DRI DEVELOPMENT ORDER AND RELATED CONCURRENCY AGREEMENT. THE AMENDED AND RESTATED DEVELOPMENT ORDER (ARDO) IS RECORDED AT O.R. BOOK 6840, PAGE 824, AND THE FIRST AMENDMENT TO THE ARDO IS RECORDED AT O.R. BOOK 7948, PAGE 840 PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

THE PROPOSED DEVELOPMENT WILL CONSIST OF 592 RESIDENTIAL DWELLING UNITS. SINGLE FAMILY HOMES (GATED COMMUNITY) RATE APPLIES. A TRIP RATE OF 0.60 TRIPS PER DWELLING UNIT AND INTERNAL CAPTURE DISCOUNT OF 22% IS APPLIED PER THE APPROVED TRAFFIC STUDY FOR THE DRI (TIA03-0004 APPROVED 8/3/2005).

GROSS TRIPS = 592 S.F.R. (GATED) X 0.60 = 355
PM PEAK HOUR TRIPS = 355 X 0.78 = 277

REQUIRED TRIPS: 277
PROVIDED TRIPS: 277 TRIPS HAS BEEN ASSIGNED BY OCALA TROPHY TO THE OWNER OF MOCKINGBIRD RIDGE, PER ASSIGNMENT OF TRIPS AND AGREEMENT TO PURCHASE IMPACT FEE CREDITS RECORDED IN MARION COUNTY O.R. BK 8714 PGS 1556-1563.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

LEGAL DESCRIPTION

PER TITLE COMMITMENT NO. 110611230, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY FOR FLORIDA FIRST TITLE & TRANSACTION, SERVICES, LLC, ISSUING OFFICE FILE NO. 25009, BEARING A COMMITMENT DATE OF JANUARY 26, 2025.

PARCEL 1: (23875-000-01)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST; THENCE S 00°20'17" W ALONG THE EAST BOUNDARY LINE OF SAID SECTION 3, 1426.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST BOUNDARY LINE N 89°39'43" W 589.45 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 22°52'09" AND A CHORD BEARING AND DISTANCE OF S 55°25'45" W 212.13 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 213.54 FEET TO A POINT OF TANGENCY; THENCE S 66°51'49" W 446.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 44°09'20" AND A CHORD BEARING AND DISTANCE OF S 44°47'09" W 255.59 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 262.03 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 425.04 FEET AND A CHORD BEARING AND DISTANCE OF N 68°15'51" W 429.33 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 450.07 FEET TO A POINT OF TANGENCY; THENCE S 81°24'04" W 375.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 960.00 FEET; A CENTRAL ANGLE OF 25°06'04" AND A CHORD BEARING AND DISTANCE OF N 86°02'54" W 417.22 FEET; THENCE WESTERLY ALONG SAID CURVE 420.57 FEET TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1305.00 FEET, A CENTRAL ANGLE OF 16°19'19" AND CHORD BEARING AND DISTANCE OF N 65°20'13" W 370.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 371.76 FEET, THENCE S 70°14'00" W 1042.03 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTH HAVING A RADIUS OF 770.00 FEET, A CENTRAL ANGLE OF 11°07'50" AND A CHORD BEARING AND DISTANCE OF S 75°47'56" W 149.35 FEET; THENCE WESTERLY ALONG SAID CURVE, 149.59 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 56°44'55" AND A CHORD BEARING AND DISTANCE OF S 65°23'04" W 142.57 FEET; THENCE WESTERLY ALONG SAID CURVE 148.57 TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 68°39'29" AND A CHORD BEARING AND DISTANCE OF S 59°06'41" W 209.55 FEET; THENCE WESTERLY ALONG SAID CURVE 222.76 FEET TO A POINT OF TANGENCY; THENCE N 86°23'35" W 258.77 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1568.55 FEET, A CENTRAL ANGLE OF 8°43'41" AND A CHORD BEARING AND DISTANCE OF S 8°05'38" W 238.71 FEET; THENCE SOUTHERLY ALONG SAID CURVE 238.94 FEET TO A POINT OF TANGENCY; THENCE S 11°56'34" W 222.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1115.53 FEET, A CENTRAL ANGLE OF 20°39'09" AND A CHORD BEARING AND DISTANCE OF S 22°16'06" W 399.92 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 402.10 FEET; THENCE S 57°24'28" E 60.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°33'34" AND A CHORD BEARING AND DISTANCE OF S 10°41'15" E 34.28 FEET; THENCE SOUTHERLY ALONG SAID CURVE 37.77 FEET TO A POINT OF TANGENCY; THENCE S 53°58'02" E 762.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 46°34'40" AND A CHORD BEARING AND DISTANCE OF S 30°40'42" E 474.44 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 487.76 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 24°23'34" AND A CHORD BEARING AND DISTANCE OF S 19°35'09" E 278.87 FEET; THENCE SOUTHERLY ALONG SAID CURVE 280.99 FEET; THENCE N 55°41'44" E 771.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 10°43'28" AND A CHORD BEARING AND DISTANCE OF N 61°03'28" E 146.72 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 146.93 FEET TO A POINT OF TANGENCY; THENCE N 66°25'12" E 418.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 235.00, A CENTRAL ANGLE OF 108°43'03" AND A CHORD BEARING AND DISTANCE OF S 59°13'16" E 381.96 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE 445.91 FEET TO A POINT OF TANGENCY; THENCE, S 4°51'44" E 220.32 FEET; THENCE S 85°01'08" E 119.48 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 170.40 FEET, A CENTRAL ANGLE OF 57°48'41" AND A CHORD BEARING AND DISTANCE OF N 82°44'46" E 173.43, FEET; THENCE EASTERLY ALONG SAID CURVE 181.01 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 183.93 FEET, A CENTRAL OF 23°26'49" AND A CHORD BEARING AND DISTANCE OF S 80°04'18" E 74.74 FEET; THENCE EASTERLY ALONG SAID CURVE 75.27 FEET TO A POINT OF COMPOUND CURVATURE HAVING A RADIUS OF 8149.78 FEET, A CENTRAL ANGLE OF 3°15'24" AND A CHORD BEARING AND DISTANCE OF N 86°34'36" EAST 463.16 FEET; THENCE EASTERLY ALONG SAID CURVE 463.22 FEET TO A POINT OF TANGENCY; THENCE N 84°56'54" E 80.46 FEET; THENCE N 1°19'17" E 100.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 626.42 FEET, A CENTRAL ANGLE OF 17°48'49" AND A CHORD BEARING AND DISTANCE OF N 10°13'41" E 193.97 FEET; THENCE NORTHERLY ALONG SAID CURVE 194.76 FEET TO THE POINT OF TANGENCY; THENCE N 19°08'07" E 303.05 FEET; THENCE S 89°39'20" E 1270.55 FEET; THENCE N 00°21'42" E 758.84 FEET, THENCE N 89°27'28" W 38.27 FEET TO THE EAST 1/4 CORNER OF THE AFOREMENTIONED SECTION 3; THENCE N 00°20'17" E ALONG THE EAST BOUNDARY LINE OF SAID SECTION 3, 1178.62 FEET TO THE POINT OF BEGINNING. LESS RIGHT OF WAY CONVEYED TO THE CITY OF OCALA, RECORDED IN BOOK 6907, PAGE 679, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

LESS AND EXCEPTING FROM THE AFOREDESCRIBED LANDS, THE FOLLOWING:

(OFFICIAL RECORDS BOOK 4905, PAGE 332): COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST; THENCE S.89°20'41"E., FOR
15.47 FEET; THENCE CONTINUE ALONG SAID SECTION LINES, S.89°20'41"E., FOR 100.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 3, S.00°20'17"W., FOR 1426.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST BOUNDARY LINE, S.00°20'17"W., FOR 1178.27 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE, S.89°27'28"E., FOR 38.27 FEET; THENCE S.00°21'42"W., FOR 1323.10 FEET; THENCE S.89°34'20"W., FOR 38.02 FEET; THENCE S.00°21'02"W., FOR 1238.73 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 66TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N.88°59'56"W., A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, N.00°21'02"E., 2561.64 FEET; THENCE N.00°20'17"E., FOR 1178.27 FEET; THENCE S.89°39'43"E., A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING SITUATED IN MARION COUNTY, FLORIDA.

PARCEL 2: (35364-000-00)

A PARCEL SITUATED IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST, THENCE N 01°44'46" E AT 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF SW 66TH STREET; THENCE N 89°00'14" W ALONG SAID NORTH RIGHT OF WAY LINE 348.83 FEET; THENCE DEPARTING SAID RIGHT OF WAY N 00°59'46" E AT 792.11 FEET; THENCE N 62°38'23" E AT 763.15 FEET; THENCE N 04°51'44" W AT 86.92 FEET; THENCE S 85°01'08" E AT 119.48 FEET; THENCE N 53°50'26" E AT 6.16 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 179.40 FEET, A CENTRAL ANGLE OF 57°48'41" AND A CHORD BEARING AND DISTANCE OF N 82°44'46" E AT 173.43 FEET; THENCE ALONG SAID CURVE 181.01 FEET TO POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 183.93 FEET, A CENTRAL ANGLE OF 23°26'49" AND CHORD BEARING AND DISTANCE OF S 80°04'18" E AT 74.74 FEET; THENCE ALONG SAID CURVE 75.27 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 8,149.78 FEET, A CENTRAL ANGLE OF 03°15'24" AND A CHORD BEARING AND DISTANCE OF N 86°34'36" E AT 463.16 FEET; THENCE ALONG SAID CURVE 463.22 FEET TO A POINT OF TANGENCY; THENCE N 89°56'54" E AT 80.46 FEET; THENCE N 01°19'17" E AT 100.95 FEET TO A POINT OF CURVATURE CONCAVE TO THE EAST, HAVING A RADIUS OF 626.42 FEET, A CENTRAL ANGLE OF 17°48'49" AND A CHORD BEARING AND DISTANCE OF N 10°13'41" E AT 193.97 FEET, THENCE ALONG SAID CURVE 194.76 FEET TO A POINT OF TANGENCY; THENCE N 19°08'07" E AT 303.05 FEET; THENCE S 89°39'02" E AT 1270.55 FEET; THENCE S 00°21'42" W AT 564.27 FEET; THENCE S 89°34'20" W AT 38.02 FEET; THENCE S 00°21'02" W AT 1238.73 FEET TO POINT ON THE NORTH RIGHT OF WAY LINE OF SW 66TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N 88°59'56" W AT 912.33 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE S 01°00'04" W AT 45.00 FEET; THENCE N 88°59'41" W AT 1681.59 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING SITUATED IN MARION COUNTY, FLORIDA. TOGETHER WITH:

A PARCEL SITUATED IN SECTIONS 3 & 4, TOWNSHIP 16 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF "HEATH BROOK HILLS", A SUBDIVISION RECORDED IN PLAT BOOK "7", PAGES 120 AND 121 OF PUBLIC RECORDS OF MARION COUNTY FLORIDA, SAID POINT IS ALSO ON THE NORTH RIGHT OF WAY OF SW 66TH STREET (WILLAM'S ROAD); THENCE ALONG THE EAST BOUNDARY LINE OF SAID HEATH BROOK HILLS N 11°38'41" E 1255.07 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 146°25'45" AND A CHORD BEARING AND DISTANCE OF N 32°17'23" W AT 354.24 FEET; THENCE NORTHERLY ALONG SAID CURVE 472.80 FEET; THENCE N 05°29'21" W 149.37 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TARTAN ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 46°45'44" AND A CHORD BEARING AND DISTANCE OF N 61°07'47" E AT 746.07 FEET; THENCE EASTERLY ALONG SAID CURVE 767.18 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING RADIUS OF 1115.53 FEET, A CENTRAL ANGLE OF 05°09'14" AND A CHORD BEARING AND DISTANCE OF N 35°10'18" E AT 100.31 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 100.34 FEET; THENCE S57°24'28" E 60.00 FEET TO A POINT ON A CURVE CONCAVE TO THE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°33'34" AND A CHORD BEARING AND DISTANCE OF S 10°41'15" E AT 34.28 FEET; THENCE SOUTHERLY ALONG SAID CURVE 37.77 FEET TO THE POINT OF TANGENCY; THENCE S 53°58'02" E 762.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 600.00 FEET A CENTRAL ANGLE OF 46°34'40" AND A CHORD BEARING AND DISTANCE OF S 30°40'42" E AT 474.44 FEET; THENCE SOUTH ALONG SAID CURVE 487.76 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING RADIUS OF 660.00 FEET A CENTRAL ANGLE OF 24°23'34" AND A CHORD BEARING AND DISTANCE OF S 19°35'09" E AT 278.87 FEET; THENCE SOUTHERLY ALONG SAID CURVE 280.99 FEET; THENCE N 55°41'44" E 771.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 785.00 FEET A CENTRAL ANGLE OF 10°43'28" AND A CHORD "BEARING AND DISTANCE OF N 61°03'28" E AT 146.72 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 146.93 FEET TO THE POINT OF TANGENCY; THENCE N 66°25'12" E 418.27 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 108°43'03" AND A CHORD BEARING AND DISTANCE OF S 59°13'16" E AT 381.96 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 445.91 FEET TO A POINT OF TANGENCY; THENCE S 04°51'44" E
307.23 FEET; THENCE S 62°38'23" W 763.15 FEET, THENCE S 00°59'46" W 792.11 FEET TO THE NORTH RIGHT OF WAY OF THE AFOREMENTIONED SW 66TH STREET (A MAINTENANCE RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY N 89°00'14" W 2295.61 FEET; THENCE S 89°25'18" W 286.71 TO THE POINT OF BEGINNING.

SAID LANDS BEING SITUATED IN MARION COUNTY, FLORIDA.

LESS AND EXCEPTING FROM THE AFOREDESCRIBED LANDS, THE FOLLOWING:

(OFFICIAL RECORDS BOOK 4905, PAGE 332): COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 21 EAST; THENCE S.89°20'41"E., FOR 15.47 FEET; THENCE CONTINUE ALONG SAID SECTION LINES, S.89°20'41"E., FOR 100.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 3, S.00°20'17"W., FOR 1426.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST BOUNDARY LINE, S.00°20'17"W., FOR 1178.27 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE, S.89°27'28"E., FOR 38.27 FEET; THENCE S.00°21'42"W., FOR 1323.10 FEET; THENCE S.89°34'20"W., FOR 38.02 FEET; THENCE S.00°21'02"W., FOR 1238.73 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 66TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, N.88°59'56"W., A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, N.00°21'02"E., 2561.64 FEET; THENCE N.00°20'17"E., FOR 1178.27 FEET; THENCE S.89°39'43"E., A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: ALL OF THE PLAT OF PRESERVE AT HEATH BROOK PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 171-176, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LESS: THAT PORTION OF TRACT "C" WHICH IS INCLUDED IN PARCEL 2 ABOVE. IT IS THEREFORE THE INTENTION TO INCLUDE THAT PORTION OF SAID TRACT "C" WHICH IS INCLUDED WITHIN PARCEL 2 ABOVE.

No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION	0-00-2025	CPM

REVIEWED
For Code Compliance
City of Ocala Growth Management

PD25-0007
MOCKINGBIRD RIDGE, LLC
5/22/2026

THESE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH ALL CODES WHICH THE CITY OF OCALA ENFORCES. IF THERE ARE ANY ERRORS OR OMISSIONS MADE BY THE PERSON(S) REVIEWING THE PLANS, THIS DOES NOT PRECLUDE THE ENFORCEMENT OF THESE CODES AND NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL THE SAID CODE VIOLATION(S) ARE CORRECTED.

Kimley»Horn
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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001
DATE	JANUARY 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

COVER SHEET

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C001

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

C:\Users\BNO+1 PDW\Desktop\Local Temp\AcPublish_15836\C001 COVER SHEET.dwg, Layout:C001 COVER SHEET, Jan 27, 2026
XREFS: xBorder-24238700 khaddress-local DrawingData cm_mason

NOTES (EXISTING HEATHBROOK PUD CONDITIONS)

1. PHASE DESIGNATIONS SHOWN HEREIN ARE FOR REFERENCE PURPOSES ONLY, AND DO NOT NECESSARILY REFLECT THE ORDER IN WHICH THE PHASE WILL BE DEVELOPED.
2. THE CONNECTIONS TO SW 66TH STREET (WILLIAM ROAD) AND THE 100' R/W ALONG THE EASTERN PROPERTY ARE CONDITIONS OF THE DEVELOPMENT ORDER, AND ARE SUBJECT TO THOSE CONDITIONS.
3. THE AREAS DESIGNATED PUD-2, PUD-3, AND PUD 5 ARE MIXED USE RESIDENTIAL PLANNED UNIT DEVELOPMENTS (PUD'S).
4. THE FOLLOWING SIGN STANDARDS ARE PROPOSED WITH THIS APPROVAL:

A: PROJECT IDENTIFICATION SIGNS ON MAIN COLLECTOR ENTRANCES FROM SR 200 OR SW 49TH AVENUE SHALL BE PER THE CITY'S LAND DEVELOPMENT REGULATIONS SECTION 110-152 AND/OR SECTION 110-153 FOR NON-RESIDENTIAL USES.

B: RESIDENTIAL PUD IDENTIFICATION SIGNS SHALL BE ALLOWED LOCATED AT THE PRINCIPAL ENTRANCES TO INDIVIDUAL SUBDIVISIONS, WITH A MAXIMUM AREA OF 60 SQUARE FEET EACH.

C: PARCEL AND CLUBHOUSE IDENTIFICATION SIGNS SHALL BE ALLOWED AT PRINCIPAL ENTRANCES TO EACH PARCEL, WITH A MAXIMUM AREA OF 24 SQUARE FEET EACH.

A SIGN DESIGN PACKAGE WILL BE SUBMITTED WITH THE CONCEPTUAL SITE PLAN OR FINAL SITE PLAN PER LDC SECTION 110-163.

5. 20% OF THE TOTAL GROSS ACREAGE OF NON-RESIDENTIAL USES SHALL BE OPEN SPACE.
6. THE INTERNAL CIRCULATION AND ACCESS POINTS BETWEEN TRACTS AND EXTERNAL ACCESS POINTS TO PUBLIC ROADWAYS MAY VARY IN LOCATION FROM THE LOCATIONS AS SHOWN ON THE REVISED PUD MASTER PLAN AS SUCH IS REFINED AT SITE PLAN APPROVAL.
7. TRACTS SHALL PROVIDE CROSS ACCESS FOR ALL NON-RESIDENTIAL LOTS.
8. SAMPLE ARCHITECTURAL ELEVATIONS SHALL BE PROVIDED DURING SITE PLAN REVIEW FOR EACH TRACT CONSISTENT WITH LDC SECTION 122-216(I) AND THE HEATH BROOK ARCHITECTURAL GUIDELINES.
9. EXISTING TREES SHALL BE SURVEYED PRIOR TO THE APPROVAL OF ANY TRACT'S SITE PLAN OR FINAL PUD PLAN.
10. THIS PROJECT IS SUBJECT TO THE HEATH BROOK DRI DEVELOPMENT ORDER UNTIL SUCH TIME AS IT EXPIRES OR IS RESCINDED.
11. SUBSEQUENT SITE PLANS ADJACENT TO SR 200, TARTAN ROAD, AND/OR SW 49TH AVENUE SHALL ADHERE TO THE ADOPTED HEATH BROOK LANDSCAPE GUIDELINES.
12. AGRICULTURE SHALL CONTINUE TO BE AN ALLOWED USE IN AREAS THAT HAVE NOT BEEN DEVELOPED FOR A DIFFERENT ALLOWED USE.
13. ALL PROPOSED ROADWAY ALIGNMENTS SHOWN HEREON ARE SUBJECT TO CHANGE.

PUD LAND USE				
PARCEL	PHASE	ACRES	RESIDENTIAL UNITS	DENSITY
PUD 2	I	100	213	1.99
PUD 2	II	97	201	2.06
PUD 2	III	200	391	1.96
PUD 3 SF-1	II	45	116	3.0
PUD 3 SF-1	III	18	51	3.0
PUD 3 FC	IV	9	0	0
PUD 3 SF-2	I	41	105	2.55
PUD 5 MF-1	I	12	71	6.04
PUD 5 MF-1	II	20	75	3.67
TOTAL		542	1223	2.26

THESE PARCELS UPDATED WITH MOCKINGBIRD RIDGE PD, SEE UPDATED VALUES SHEET C003

PUD 3, FRONTAGE COMMERCIAL (FC) BREAKDOWN			
TRACT	ACRES	ALLOWABLE INTENSITY (S.F.)	RESIDENTIAL UNITS
'A'	3.04	10,000	-
'B'	6.01	38,000	-

PARCEL	PHASE	ACRES	RESIDENTIAL UNITS	DENSITY
MF-2	PARADIGM	26	320	12.33
MF-3	I	24	280	21.44

HEATHBROOK PD BREAKDOWN	
OFFICE	40,000 SF
RETAIL	59,550 SF
BUSINESS PARK/LIGHT INDUSTRIAL	34,500 SF
MULTI-FAMILY	429 DWELLING UNITS
SINGLE-FAMILY	396 DWELLING UNITS

NOTE:

PUD 2 MAY BE DEVELOPED AS A GATED GOLF COURSE COMMUNITY OR A GATED SINGLE FAMILY RESIDENTIAL COMMUNITY.

VALUES SHOWN IN CHART MAY VARY AFTER FINAL DEVELOPMENT.

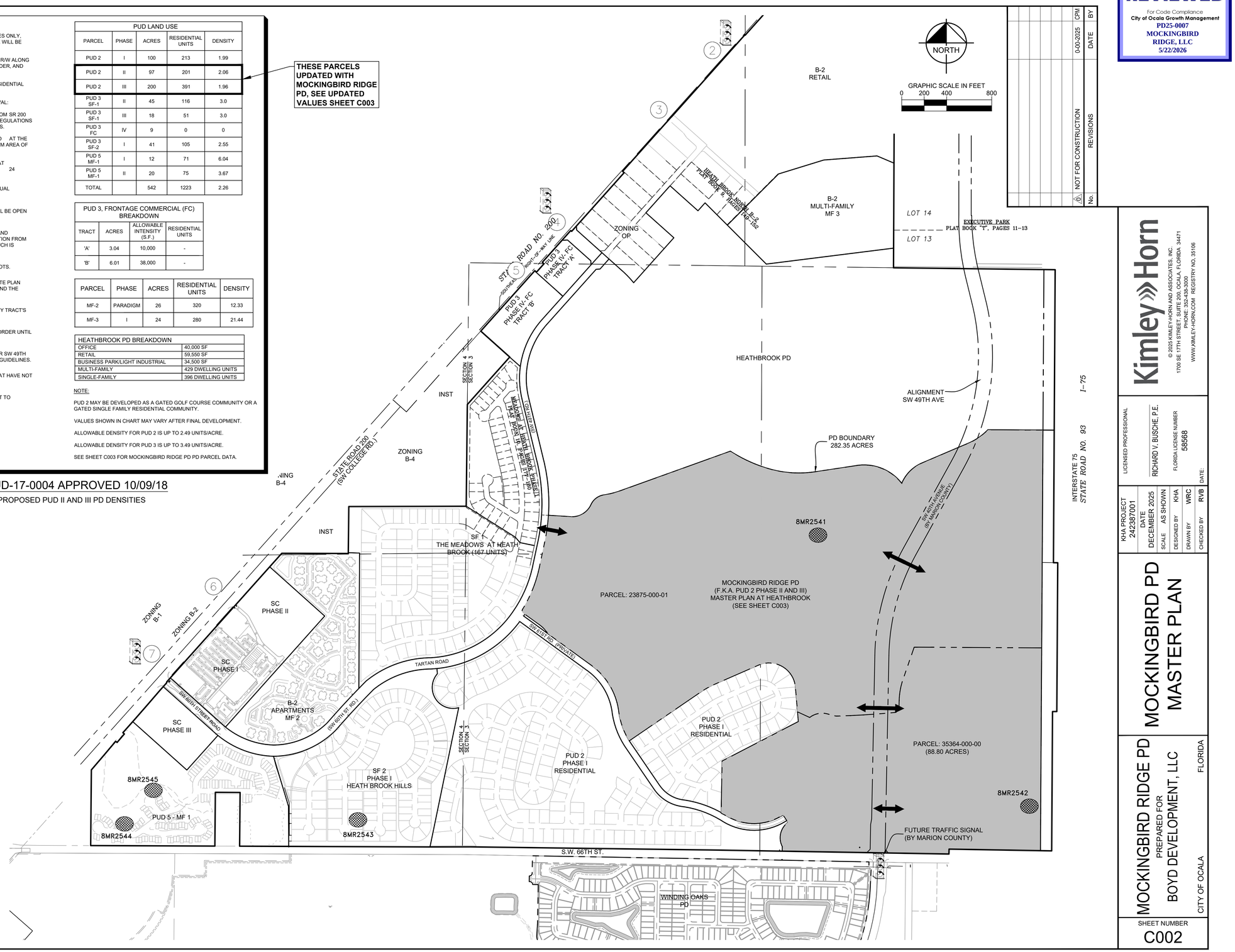
ALLOWABLE DENSITY FOR PUD 2 IS UP TO 2.49 UNITS/ACRE.

ALLOWABLE DENSITY FOR PUD 3 IS UP TO 3.49 UNITS/ACRE.

SEE SHEET C003 FOR MOCKINGBIRD RIDGE PD PD PARCEL DATA.

EXCERPT FROM PUD-17-0004 APPROVED 10/09/18

SEE SHEET C003 FOR PROPOSED PUD II AND III PD DENSITIES



LEGEND

- 8MR2542 — ARCHAEOLOGICAL SITE
- TRAFFIC SIGNAL LOCATIONS
- 2 — S.R. 200 ACCESS LOCATIONS
- ACCESS POINT
- AREA OF MOCKINGBIRD PD MASTER PLAN

No.	REVISIONS	DATE	BY
6	NOT FOR CONSTRUCTION	0-00-2025	CPM

REVIEWED
For Code Compliance
City of Ocala Growth Management
PD25-0007
MOCKINGBIRD RIDGE, LLC
5/22/2026

Kimley»Horn
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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568

KHA PROJECT 242387001
DATE DECEMBER 2025
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY WRC
CHECKED BY RVB
DATE:

MOCKINGBIRD PD MASTER PLAN

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
C002

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

K:\OCA_Civil\242387001-42nd Street Road Bike\civil\CAD\PD Master Plan\Plan Sheets\C002 MASTER PLAN.dwg, Layout: C002 MASTER PLAN Dec 16, 2025
XREFs: xBorder-242387001 kh-address-xxx DrawingData xBoundary=142175003 xBase=242387001 xBase=142175003 fmWOTR001 ACAD-7b79_jXkA Details TOPOR001 ALIGNR001 DRFHER001 DRFHER001 DRFHER

DEVELOPMENT PROGRAM TABLE			
DESIGNATION	ACREAGE	ALLOWABLE USE	DENSITY
MOCKINGBIRD RIDGE PD (F.K.A. PUD 2 PHASE II AND III)	282.35	SINGLE-FAMILY RESIDENTIAL	592 UNITS MAXIMUM

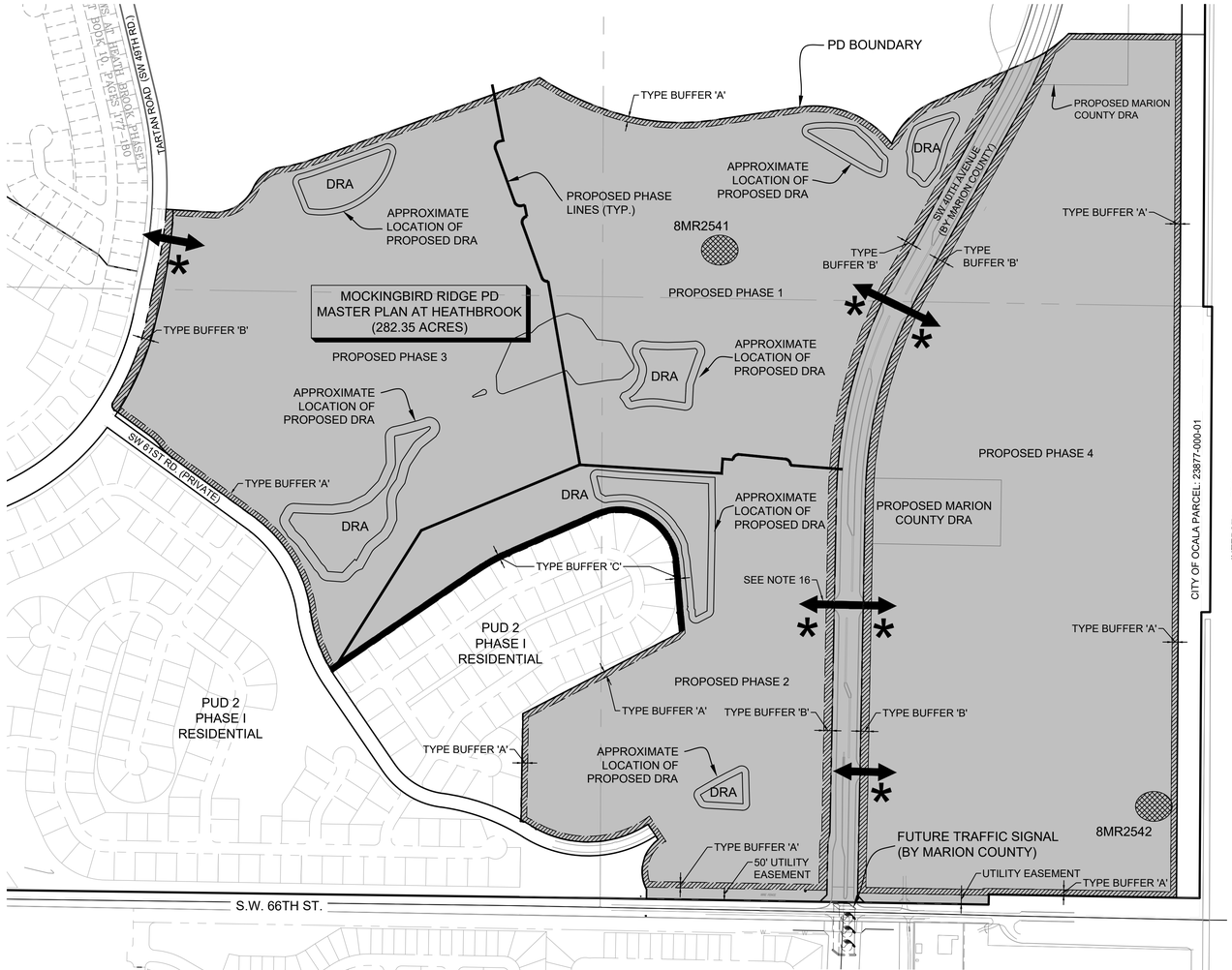
1. MULTIPLE PHASES ARE ANTICIPATED WITH THIS DEVELOPMENT.
2. EXISTING APPROVAL FOR PD MASTER PLAN AREA (PREVIOUSLY PUD 2 PHASE II AND III) IS 592 MAXIMUM SINGLE FAMILY LOTS

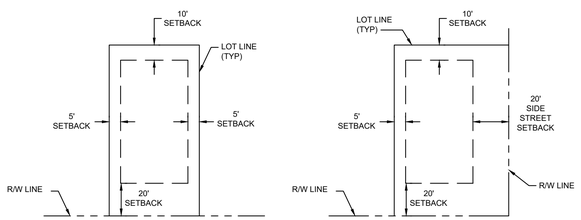
SITE DATA TABLE	
PARCEL IDENTIFICATION NUMBERS	23875-000-01 35364-000-00
TOTAL SITE BOUNDARY	± 282.35 ACRES
REQUIRED OPEN SPACE	25% MINIMUM
REQUIRED AGGREGATE OPEN SPACE	*10%
FLOOD ZONE	ZONE X & AE
FEMA PANEL	12083C0514E 12083C0518E 12083C0702E 12083C0706E
LAND USE	LOW INTENSITY
ZONING	PD PLANNED DEVELOPMENT
BUFFER REQUIREMENTS (BUFFERS ARE PER THE OVERALL HEATHBROOK DRI DEVELOPMENT STANDARDS)	
TYPE A	25 FT BUFFER
TYPE B	35 FT BUFFER
TYPE C*	15 FT BUFFER
SETBACK REQUIREMENTS	
FRONT YARD SETBACK	20 FEET
SIDE YARD SETBACK	5 FEET
STREET SIDE YARD SETBACK	20 FEET
REAR YARD SETBACK	10 FEET

*SEE TYPICAL SECTION THIS SHEET FOR TYPE C BUFFER DETAILS

NOTE:

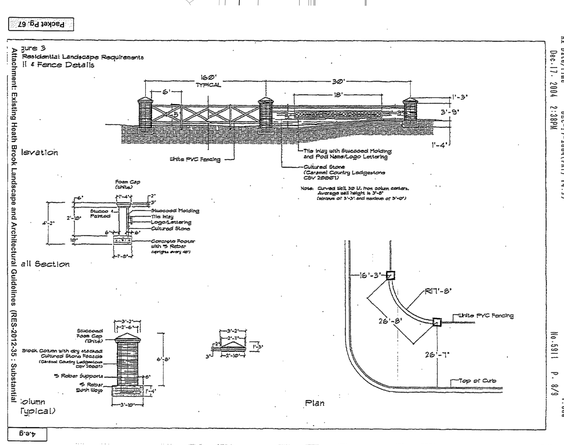
1. EXISTING VIABLE SHADE TREES SHALL BE PRESERVED WITHIN THE PD AS REQUIRED IN SEC. 118-101.b OF THE CITY OF OCALA CODE OF ORDINANCES. IF THE REQUIRED NUMBER OF SHADE TREES CANNOT BE PRESERVED AT THE TIME OF A PARCEL'S DEVELOPMENT. THEN EACH DEVELOPER SHALL MITIGATE PER SEC. 118-101.b TO PROVIDE THE REQUIRED REPLACEMENT INCHES OR MAKE A PAYMENT INTO THE CITY'S MITIGATION FUND.
2. POST-DEVELOPMENT TREE COVERAGE WITHIN THE PD SHALL COMPLY WITH ALL REQUIREMENTS IN SEC. 118 OF THE CITY OF OCALA CODE OF ORDINANCES.
3. EACH DEVELOPMENT WITHIN THE PD SHALL MEET THE REQUIREMENTS IN SECTIONS 122-1001 THROUGH122-1016 OF THE CITY OF OCALA CODE OF ORDINANCES.
4. BUILDINGS SHALL FACE PUBLIC STREETS OR INTERNAL ROADWAYS.
5. THE FOLLOWING SIGN STANDARDS ARE PROPOSED WITH THIS APPROVAL:
   - A: RESIDENTIAL IDENTIFICATION SIGNS SHALL BE ALLOWED AT THE PERIMETER LOCATIONS SHOWN ON THE PD PLAN. ARCHITECTURAL STANDARDS SHALL BE PER THE HEATHBROOK LANDSCAPE AND ARCHITECTURAL DESIGN GUIDELINES.
   - B: INTERNAL RESIDENTIAL PD IDENTIFICATION SIGNS SHALL BE ALLOWED LOCATED AT THE PRINCIPAL ENTRANCES TO INDIVIDUAL SUBDIVISIONS, WITH A MAXIMUM AREA OF 60 SQUARE FEET EACH.
   - C: PARCEL AND CLUBHOUSE IDENTIFICATION SIGNS SHALL BE ALLOWED AT PRINCIPAL ENTRANCES TO EACH PARCEL, WITH A MAXIMUM AREA OF 24 SQUARE FEET EACH.
   - D: MAXIMUM SIGN HEIGHT SHALL BE PER THE GROUND MOUNTED MONUMENT SIGNAGE DETAIL (THIS SHEET) AND THE HEATHBROOK ARCHITECTURAL GUIDELINES.
   - E: GROUND MOUNTED MONUMENT SIGNAGE STREET SETBACKS SHALL BE PER THE DETAIL (THIS SHEET) AND THE HEATHBROOK ARCHITECTURAL GUIDELINES.
6. PER LDC SECTION 122-942(A)(4) THERE SHALL BE A MINIMUM OF 25 PERCENT OPEN SPACE FOR THE TOTAL GROSS ACREAGE WITHIN THE ENTIRETY OF THE PD. THIS FIGURE MAY BE CALCULATED AT THE TIME OF INDIVIDUAL SITE PLAN APPROVAL BASED ON THE TOTAL OPEN SPACE INCLUDED IN PREVIOUSLY DEVELOPED AREAS OF THE PD AND THE DEVELOPMENT PROPOSED IN THE INDIVIDUAL SITE PLAN. PER THE LDC, OPEN SPACE CAN INCLUDE THE STREETSCAPE, SIDEWALK, AND AREAS OF STREET RIGHT-OF-WAY OUTSIDE OF THE PAVED AREAS. AT LEAST 10 PERCENT OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.
7. THE INTERNAL CIRCULATION AND ACCESS POINTS TO EXTERNAL ROADWAYS MAY VARY IN LOCATION FROM THE LOCATION SHOWN ON THIS PLAN AND WILL BE REFINED DURING SITE PLAN SUBMITTAL.
8. SAMPLE ARCHITECTURAL ELEVATIONS SHALL BE PROVIDED DURING SITE PLAN REVIEW FOR EACH DEVELOPMENT CONSISTENT WITH LDC SECTION 122-216(T) AND THE HEATH BROOK ARCHITECTURAL GUIDELINES.
9. EXISTING TREES SHALL BE SURVEYED PRIOR TO THE APPROVAL OF ANY INDIVIDUAL SITE PLAN.
10. THIS PROJECT IS SUBJECT TO THE HEATH BROOK DRI DEVELOPMENT ORDER UNTIL SUCH TIME AS IT EXPIRES OR IS RESCINDED.
11. AGRICULTURE SHALL CONTINUE TO BE AN ALLOWED USE IN AREAS THAT HAVE NOT BEEN DEVELOPED FOR A DIFFERENT ALLOWED USE.
12. DRA LOCATIONS SUBJECT TO CHANGE; NOT ALL PROPOSED DRAS ARE SHOWN ON THIS PLAN.
13. ALL PROPOSED ROADWAY ALIGNMENTS SHOWN HEREON ARE SUBJECT TO CHANGE.
14. THE LOCATION OF FIRE HYDRANTS SHALL BE PROVIDED ON THE INDIVIDUAL FINAL SITE DEVELOPMENT PLAN(S).
15. COMPLIANCE WITH THE LDC REQUIREMENTS PERTAINING TO FLOODPLAINS WILL BE ADDRESSED DURING THE FINAL SITE DEVELOPMENT PLAN REVIEW PROCESS.
16. AT THE OWNER'S DISCRETION, THE ENTRANCE TO PHASE 2 (FROM SW 49TH ROAD) MAY BE REMOVED/CLOSED ONCE ACCESS TO PHASE 3 (FROM TARTAN ROAD) IS CONSTRUCTED.



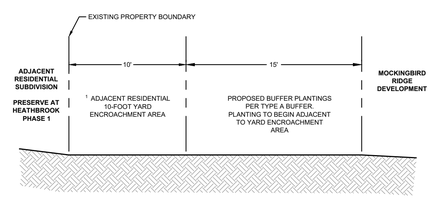


BUILDING SETBACKS AND EASEMENTS
TYPICAL LOT DIAGRAM
(MINIMUM LOT WIDTH SHALL BE 50')

CORNER BUILDING SETBACKS AND EASEMENTS
CORNER LOT DIAGRAM
(MINIMUM LOT WIDTH SHALL BE 50')



GROUND MOUNTED MONUMENT SIGNAGE

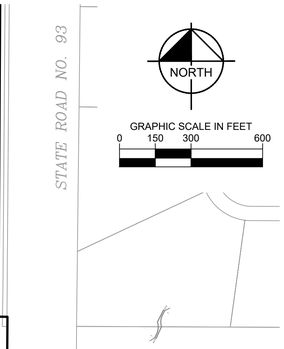


TYPE C BUFFER
TYPICAL SECTION
NOT TO SCALE

1. ACCESSORY USES AND STRUCTURES WITHIN THE 10' YARD DEDICATION SHALL BE IN CONFORMANCE WITH THE APPROVED HEATH BROOK LANDSCAPE GUIDELINES AND ARCHITECTURAL GUIDELINES (NO PERMANENT STRUCTURES REQUIRING BUILDING PERMITS ARE ALLOWED).

LEGEND

- 8MR2542 — ARCHAEOLOGICAL SITE
- TRAFFIC SIGNAL LOCATIONS
- ACCESS POINT
- * — GENERAL LOCATION OF GROUND MOUNTED SIGNAGE
- AREA OF MOCKINGBIRD PD MASTER PLAN



No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION		

REVIEWED
For Code Compliance
City of Ocala Growth Management
PD25-0007
MOCKINGBIRD RIDGE, LLC
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LICENSED PROFESSIONAL
RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001
DATE	APRIL 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	VRC
CHECKED BY	RVB

PD - SITE DEVELOPMENT PLAN

MOCKINGBIRD RIDGE PD
PREPARED FOR
BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

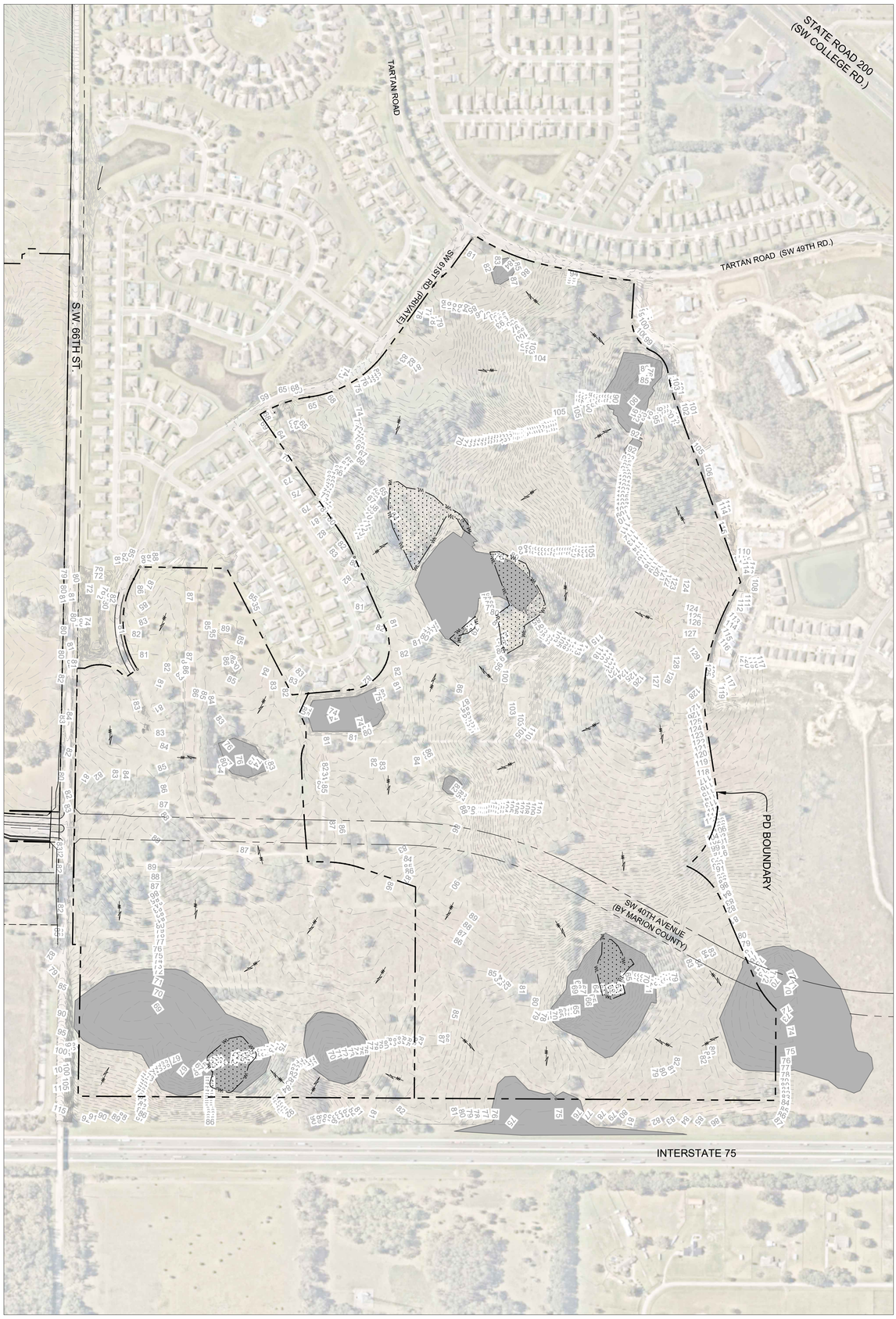
SHEET NUMBER
C003

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K:\OCA_Civil\242387001-42nd Street Road Residential\CAD\PD Master Plan\Plan Sheets\C003 PD PLAN.dwg, Layout: C003 PD PLAN, Apr 23, 2026
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K:\OCA_Civil\242387001-42nd Street Boyd Residential\CAD\PD Master Plan\PlanSheets\C004 EXISTING TOPOGRAPHY.dwg, Layout:C004 EXISTING TOPOGRAPHY Dec 16, 2025
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LEGEND

APPROXIMATE WETLAND AREA

FEMA FLOOD ZONE

DRAINAGE FLOW ARROW

GRAPHIC SCALE IN FEET
0 150 300 600

NORTH

No.	REVISIONS	DATE	BY
0	NOT FOR CONSTRUCTION	0-00-2025	CPM

SHEET NUMBER C004

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BOYD DEVELOPMENT, LLC
CITY OF OCALA FLORIDA

EXISTING TOPOGRAPHY

KHA PROJECT 242387001
DATE DECEMBER 2025
SCALE AS SHOWN
DESIGNED BY KHA
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RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
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DATE:

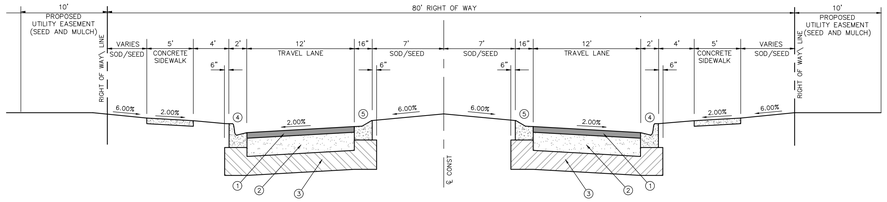
Kimley»Horn
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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
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For Code Compliance
City of Ocala Growth Management
PD25-0007
MOCKINGBIRD RIDGE PD
12/22/2026

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For Code Compliance
City of Ocala Growth Management
PD25-0007
MOCKINGBIRD RIDGE, LLC
5/22/2026

Packet Pg. 68
4.e.g
Figure 4
Residential Landscape Requirements
Indscape Buffer
Plan
'COMMUNITY ROAD'
3 Flowers Juniper
(Last 36" on center)
Fence
3 Southern Magnolias
D.D. Blanchard, 30'-gal
Viburnus Hedge
3-gal, 3' on center
9 Slash Pines
15-gal
Section
Southern Magnolia
Slash Pines
Viburnus
Juniper
Sod
Bern
25'
Landscape
Buffer
Attachment: Existing Heath Brook Landscape and Architectural Guidelines (RES-2012-35 : Substantial
Packet Pg. 51

TYPE 'A' 25-FT BUFFER
(PER HEATHBROOK PUD)



TYPICAL RESIDENTIAL
ENTRANCE ROADWAY SECTION

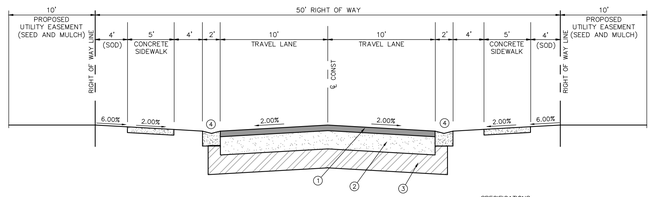
SPECIFICATIONS:
1. ASPHALTIC SURFACE COURSE
2. LIMEROCK BASE COURSE
3. STABILIZED SUBGRADE
4. TYPE "F" CURB
5. REVOLVED TYPE "A" CURB (SPILL-OUT)

GRASSING BY SOD AND SEED/MULCH:
3' SOD STRIPS SHALL BE USED ALONG ALL PAVEMENT EDGES, BACK OF CURBING AND ON ALL SLOPES STEEPER THAN 6:1 RATIO'S. SEED AND MULCH SHALL BE USED FOR ALL OTHER SLOPES, MEDIAN AND DISTURBED AREAS.

4.e.g
Figure 4
Roadway Frontage Detail
Scale: 1"=50'
Plan
'COMMUNITY ROAD'
Live Oaks
3" caliper, 60' oc
Sod
Fence
3 Southern Magnolias
D.D. Blanchard, 30'-gal
Wax Myrtle Hedge
3-gal, 3' on center
White PVC Fencing
with Columns 80' oc
Pine Bark Mulch
5 Slash Pines
15-gal
Section
Southern Magnolia
Slash Pines
Wax Myrtle
Berm
Live Oak
Fence
35'
Landscape
Easement
Exhibit "G"
Attachment: Existing Heath Brook Landscape and Architectural Guidelines (RES-2012-35 : Substantial
Packet Pg. 51

TYPE 'B' 35-FT BUFFER
(PER HEATHBROOK PUD)

NOTE: TREES AND SHRUBS MUST BE PLACED A MINIMUM OF TEN FEET FROM UNDERGROUND TRANSFORMER BOXES AND UNDERGROUND ELECTRICAL LINES.



TYPICAL RESIDENTIAL
ROADWAY SECTION

SPECIFICATIONS:
1. ASPHALTIC SURFACE COURSE
2. LIMEROCK BASE COURSE
3. STABILIZED SUBGRADE
4. DROP CURB

GRASSING BY SOD AND SEED/MULCH:
SOD STRIPS SHALL BE USED ALONG ALL PAVEMENT EDGES, BACK OF CURBING AND ON ALL SLOPES STEEPER THAN 6:1 RATIO'S. SEED AND MULCH SHALL BE USED FOR ALL OTHER SLOPES, MEDIAN AND DISTURBED AREAS.

No.	REVISIONS	DATE	BY
1	NOT FOR CONSTRUCTION		

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RICHARD V. BUSCHE, P.E.
FLORIDA LICENSE NUMBER
58568
DATE:

KHA PROJECT	242387001
DATE	MARCH 2026
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	WRC
CHECKED BY	RVB

TYPICAL SECTIONS

MOCKINGBIRD RIDGE PD
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CITY OF OCALA FLORIDA

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X:\OCA_Civil\242387001-42nd Road Boyd Residential\CAD\PD Master Plan\PlanSheets\C004 TYPICAL SECTIONS.dwg, Layout:C004 TYPICAL SECTIONS Mar 18, 2026
XREFs: xBorder-24387001 Xr-Address-out Drawing Data

REVIEWED
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City of Ocala Growth Management
PD25-0007
MOCKINGBIRD RIDGE, LLC
5/22/2026
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Heath Brook DRI

Landscape and Architectural Guidelines

(Satisfies Required Guidelines for the Mockingbird Ridge PD Master Plan at Heathbrook)

Mockingbird Ridge PD Master Plan at Heathbrook

Submittal October 2, 2025

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INTRODUCTION

The “Mockingbird Ridge Planned Development” is approximately 282 acres located within the City of Ocala (the City), inside the Heath Brook Development of Regional Impact (DRI). The Planned Development (PD) comprises of the 42nd Street Flyover, LLC properties (Parcels 23875-000-01 and 35364-000-00). The properties are located within an area of the City that includes a diverse mix of existing land uses that support the goals defined in the City’s Comprehensive Plan.

The “Mockingbird Ridge Planned Development” consists of a residential development program that intends to update the existing PUD-02 zoning to PD. The PUD-02 zoning is no longer supported by the City of Ocala and this zoning update must be completed prior to further development. Any reference to “Planned Unit Development” or “PUD”, are hereby replaced with “Planned Development” and “PD”. This project remains a part of the Heath Brook DRI, and the following standards are intended to maintain consistency with the design guidelines of the DRI.

The “Mockingbird Ridge Planned Development” provides a conceptual level blueprint for the preferred development patterns, design qualities, and transportation systems for the project.

Consistent with requirements for a PD Plan, these PD Standards (“Standards”) establish project objectives that are appropriate for planning. It is expected that during review for “Mockingbird Ridge Planned Development”, the following activities will take place:

1. Subdivision Plans and/or Site Plans will be prepared and submitted through the City of Ocala development review process showing more detailed residential development plans, circulation routes, amenity/open space areas, access locations, etc., as required by the current City of Ocala procedures.

2. Updates to the Standards may be amended, if needed, to reflect the design of the tract.

3. Adjustments to the Standards contained in this document will be submitted by the developer and approved by the City, per the requirements of Section 122-946 of the Code of Ordinances.

These Standards serve as the foundation for the planning and development efforts of the project, following the provisions of the City's PD zoning and Low Intensity land use classification. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes standards that have been developed based on existing site features, available infrastructure, the City's overall vision for the area and similarly situated residential developments. The PD Plan provides a development program which is compatible within the Heath Brook DRI and with adjacent properties. The Standards provide flexibility to best respond to current and future market forces, changes in building and development patterns, and community demographics.

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Exhibit G

Landscape Guidelines for Single Family Housing in HeathBrook Ocala, FL

March 29, 2004

1.0 Pod Entrance

Pod owner shall be responsible for the entrance into a Single Family pod. The entrance shall be constructed in the same character and materials as set forth in the landscape plans for Tartan Road.

1.1 Walls: Two (2) curved entry walls of the style and materials detailed in Figure 1 and 3.

1.2 Lighting:

- Street Lighting will consist of three (3) Wadsworth Series Double-Armed Lights with Utility Granville Luminaires.
- Each Entry Wall will be lit with two (2) 4' Raybar sign lights.
- Each Washington Palm will have one (1) Stonco L38BZ - Ground mounted 12" high (black or bronze).

1.3 Landscape: Clusters of 5 Washington Palms *(Washington robusta)* are to be located behind each Entrance Walls. In addition, one (1) Ligustrum tree (*Ligustrum lucidum*) will be located at the corner of each wall. Shrubs and groundcovers will also be used to improve the visual character of the corner (See Figure 1 and 2). St. Augustine 'Floratam' will be used for all sodded areas. All landscaped areas are to be mulched with 2-3" of pine bark "mini-nuggets". A fully automatic irrigation system with 100% coverage shall also be installed for all landscaped areas.

1.4 Signage: Entry wall signage shall be in accordance with the character set forth along Tartan Road in the Entrance Plans by Land Design Group, Inc. See Figure 3 for style, materials, and dimensions.

1.5 If necessary, an alternate entrance design including a Gate/Guard House may be submitted to the Ocala Limited Trophy Partnership for approval.

All landscape and construction drawings will be submitted for Architectural Review prior to construction.

2.0 Community Road Frontage (ie: Tartan Road)

2.1 Fencing: The Pod owner shall be responsible for diagonal White PVC Fencing along the entire Community Road frontage. The fencing shall begin at Pod Entrance Walls and connect to fencing at adjacent parcels. Columns shall be spaced approximately 160' apart. Column spacing should begin at Pod Entrance Walls and terminate at the corner of each pod property line along Tartan Road. See Figure 3

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2.2 Landscape: No tree with a caliper of 6" or greater shall be removed without the approval of the Architectural Review Board as set forth by Ocala Trophy Limited Partnership. After tree replacement requirements have been met for this phase of the development, all additional caliper inches will be credited to the Ocala Trophy Limited Partnership for HeathBrook.

A 25' bermed landscape buffer shall occur along the community road frontage. The following plant material shall be included within the landscape buffer (See Figure 4):

- 15-gallon Slash Pines (*Pinus elliottii)*
- 30-gallon Southern Magnolias *(Magnolia grandiflora)*,
- A double row of 3-gallon Wax Myrtles (*Myrica cerifera)* shall be located every 3'.

St. Augustine 'Floratam' will be used for all sodded areas. All landscaped areas are to be mulched with 2-3" of pine bark mulch "mini-nuggets". A fully automatic irrigation system with 100% coverage shall also be installed.

3.0 Pod Interior

3.1 Common Areas: Common areas are to compose at least 25% of the parcel acreage. These areas can include landscape buffers, storm water retention, and open park space.

3.2 Lighting: Wadsworth Series with Utility Granville Luminaires (single arm) shall be located every 150' within Right-of-way (ROW) at lot line intersections.

3.3 Landscape: A 25' bermed landscape buffer must be maintained around the entire perimeter of the parcel boundary. See Figure 4.

St. Augustine 'Floratam' will be used for all sodded areas; however, common areas of low exposure such as parks and landscape buffers (not including those fronting on Tartan Road) may be seeded with Bahia or other alternative grassing. Alternatives to sod must be submitted to Ocala Trophy Limited Partnership for approval.

No tree with a caliper of 6" or greater shall be removed without the approval of the Architectural Review Board.

3.4 Signage: All interior signage must be submitted to the Ocala Trophy Limited Partnership for approval.

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MOCKINGBIRD RIDGE, LLC
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4.0 Single Family Residential Lots – Landscape Plan Review Criteria

The following landscape criteria will be the responsibility of the individual home builder:

4.1 Site Plan

Scaled drawing which will include the following:

a. Location of proposed house, porches, pool, garage, driveway, mailbox, and fences with applicable setbacks. A current tree survey with the locations of existing trees must also be included with site plan.

b. Minimum setbacks as per City of Ocala and HeathBrook Single Family Architectural Standards.

c. Statement indicating ground floor elevations above existing natural grade. All units shall have one (1) 6" step above the existing grade.

4.2 Landscape Plans

Scale drawings shall include the following:

a. Location of existing trees, proposed house, porches, pool, garage, driveway, mailbox, and fences with agreeable setbacks.

b. Location of all proposed plantings with a listing of each plant type and size.

c. The individual homebuilder shall install one (1) 3 ½" caliper Live Oaks *(Quercus virginiana)* within the ROW at the corner of every other lot throughout the residential pod (referred to as "street Live Oak")

d. Landscape plans shall have the following minimum:

- One (1) shade tree (in addition to the street Live Oaks) with a 3 ½" caliper selected from approved plant list and meeting City of Ocala code requirements. Height and spread are per variety (see approved tree list). Three (3) palms with 10' c.t. used in a cluster may replace the required shade tree. Lots 80' and above shall require two (2) shade trees in addition to the street Live Oaks.
- Two (2) ornamental trees of a 30 gallon container size from the approved ornamental tree list (caliper, height, and spread per variety). Lots 80' and above shall require three (3) ornamental trees.
- Complete shrub coverage with 3-gallon shrubs selected from the approved shrub list. All elevations shall receive a continuous hedge with shrubs spaced 3' oc and a minimum of 24" from walls. All garages and carports (side opening) will be screened from adjacent property for the length of the side elevation with approved shrub/screening plants.
- Front elevations shall have an average depth of 8' with appropriate trees, shrubs and groundcovers to ensure a dimensional layering to transform from lawn area to house wall. (See approved ground cover and other plant material list). Lots

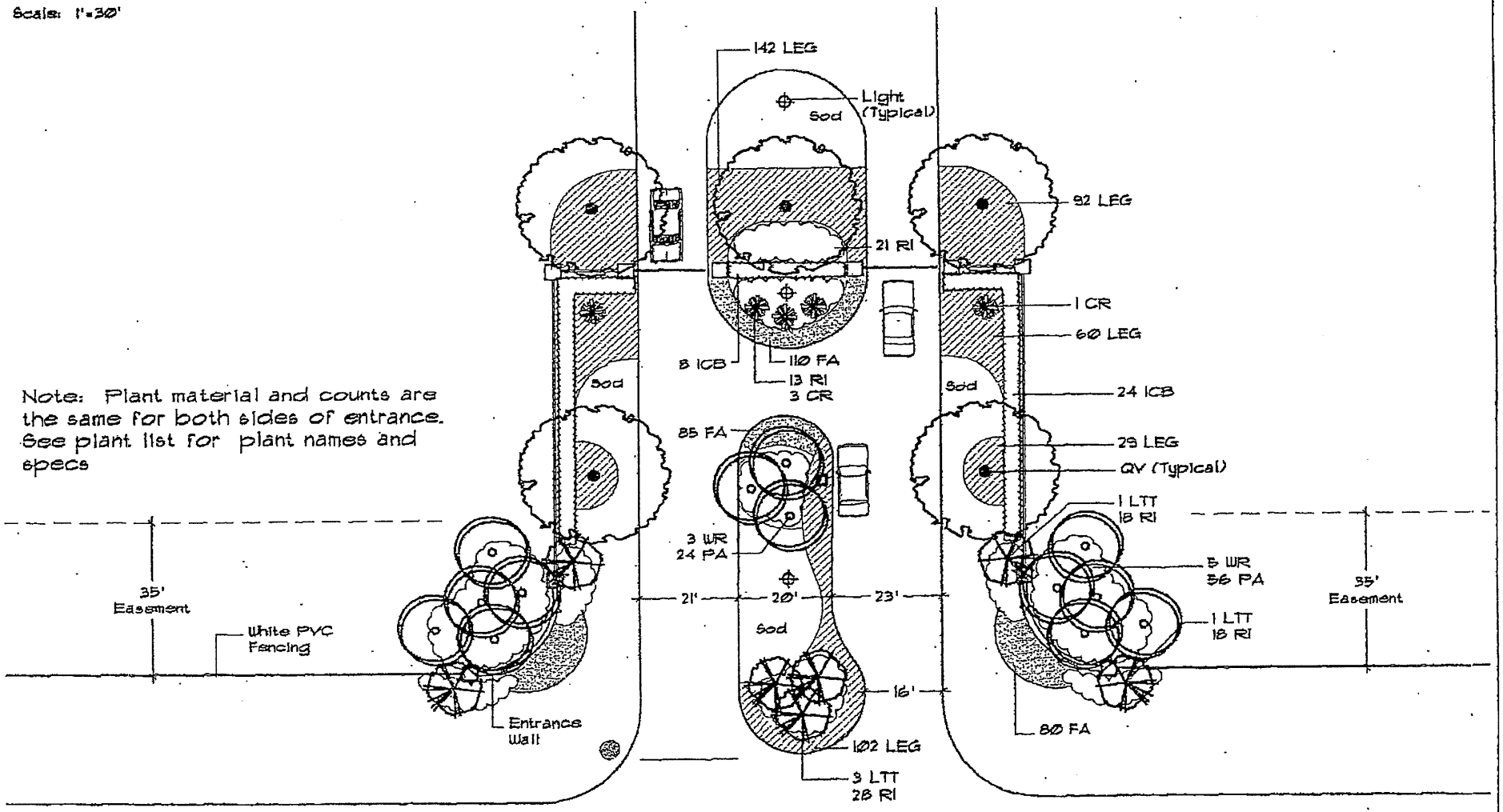
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80' and above shall require front elevations to have an average landscape depth of 12'.

Effort should be made to provide both textured and color variations within the plantings to provide contrast and interests to the home landscape.

- All sod shall be St. Augustine 'Floratam' or 'Bitter Blue' for shady locations.
- Mulch shall be pine bark "mini-nuggets" only with a depth of 2-3". Large natural areas (if they occur) may use pine straw at a depth of 5-6".
- The lawn and landscape maintenance will adhere to the guidelines set forth in the *Florida Yards and Neighborhoods.*
- Outdoor lighting should be specified and located on all landscape plans and subject to approval by the Architectural Review Board (ARB).
- 100% of the property, including ROW, shall be irrigated with a fully automatic irrigation system with 100% coverage.
- Location and type of all fences, including the height, style, and material, will be submitted for review. There will be no chain link fence of any kind.
- Mailbox selections must be submitted to the Ocala Trophy Limited Partnership for approval.

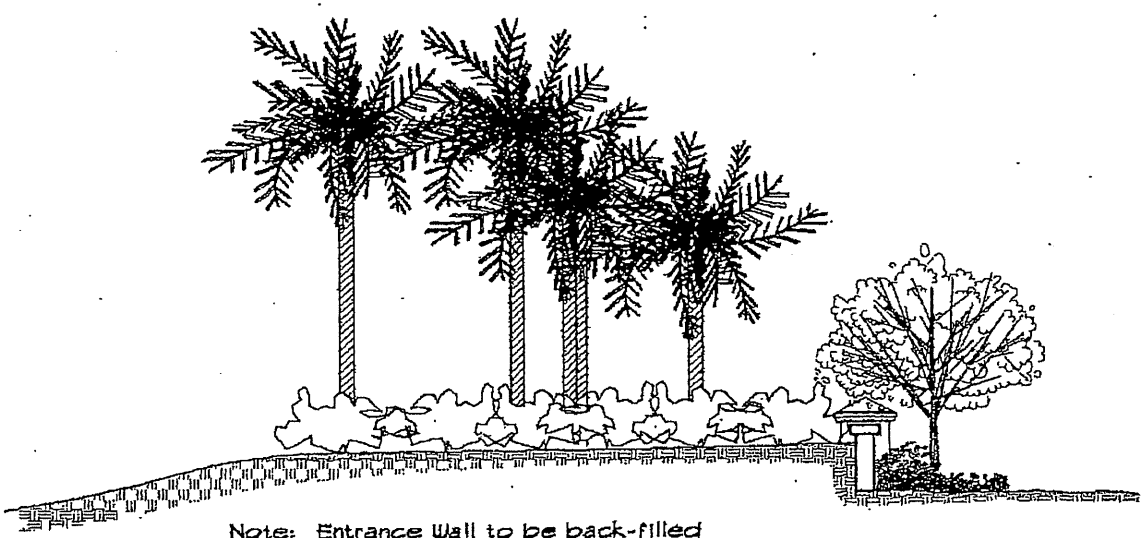
Figure 1
SF Residential Landscape Requirements
Pod Entrance
Scale: 1"=30'



Note: Plant material and counts are the same for both sides of entrance. See plant list for plant names and specs

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Figure 2
SF Residential Landscape Requirements
Pod Entrance
Scale: 1"=30'



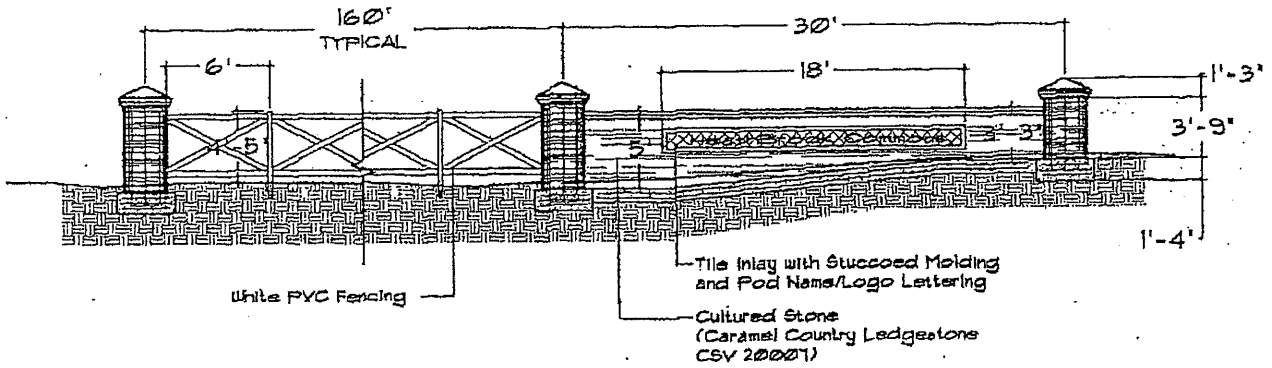
Note: Entrance Wall to be back-filled and landscaped as shown

PLANT LIST

TREES				
QTY	CODE	COMMON NAME	SCIENTIFIC NAME	SIZE AND SPACING
7	LT	Ligustrum Tree-Type	Ligustrum lucidum	B&B, 8-10'ht x 5-6'spr
5	QV	Live Oak	Quercus virginia	B&B, 10-12'ht x 5-6'spr, 3 1/2" cal min
PALMS				
QTY	CODE	COMMON NAME	SCIENTIFIC NAME	SIZE AND SPACING
5	CR	Sago Palm	Cycas revoluta	#15, 36"ht x 36"spr
13	WR	Washington Palm	Washington robusta	C.T., 3-18', 3-16', 3-14', 4-12'
SHRUBS, GROUNDCOVERS, AND VINES				
QTY	CODE	COMMON NAME	SCIENTIFIC NAME	SIZE AND SPACING
355	FA	Flowering Annuals	Variety by Landscape Architect	4"pots, full, 12" oc
56	ICTB"	Dwarf Globe Holly	Ilex cornuta "Burfordii"	#3, 18-24"ht, 3'oc
504	L'EG'	Liriope	Liriope muscari 'Evergreen Giant'	#1, full gal, 2'oc
136	PA	Plumbago	Plumbago auriculata	#3, 18-24"ht, 3' oc
134	RI	Indian Hawthorne	Raphiolepis indica	#3, 15'ht x 18'spr, 3'oc
MULCH				SOD
58	CU TPS	Pine Bark Mini-Nuggets	3" cover in all planted areas	13000 SQ FT | SL Augustine Floratam

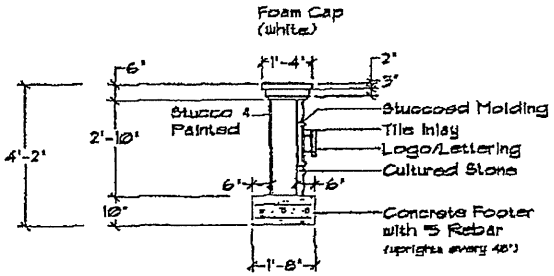
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PD25-0007
MOCKINGBIRD RIDGE, LLC
5/22/2026
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Figure 3
SF Residential Landscape Requirements
Wall & Fence Details

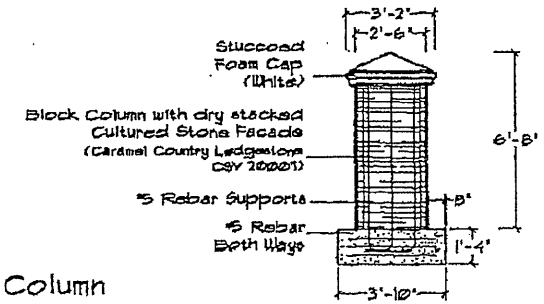


Elevation

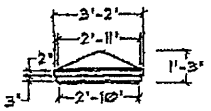
Note: Curved Wall, 30 l.f. from column centers.
Average wall height is 3'-8"
(minimum of 3'-3" and maximum of 5'-0")

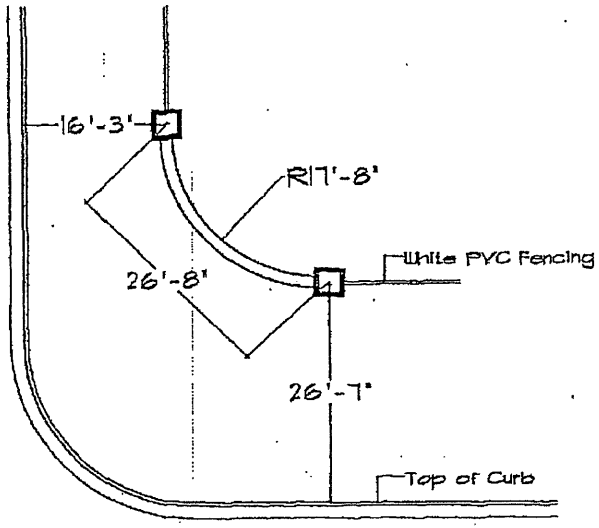


Wall Section



Column
(Typical)



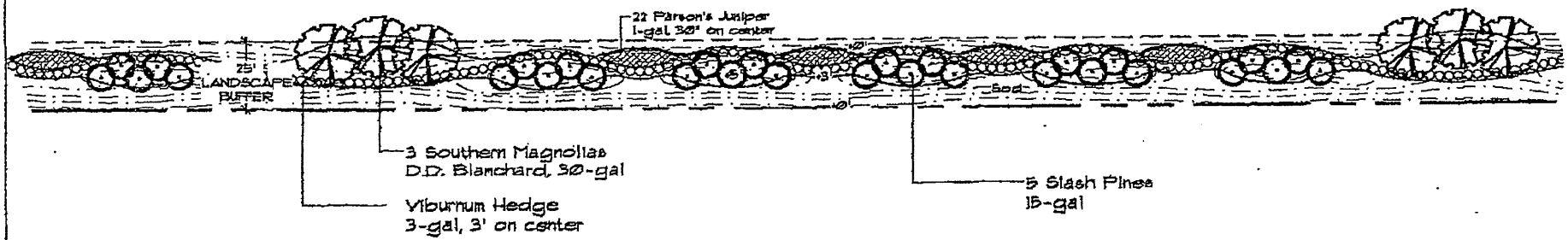


Plan

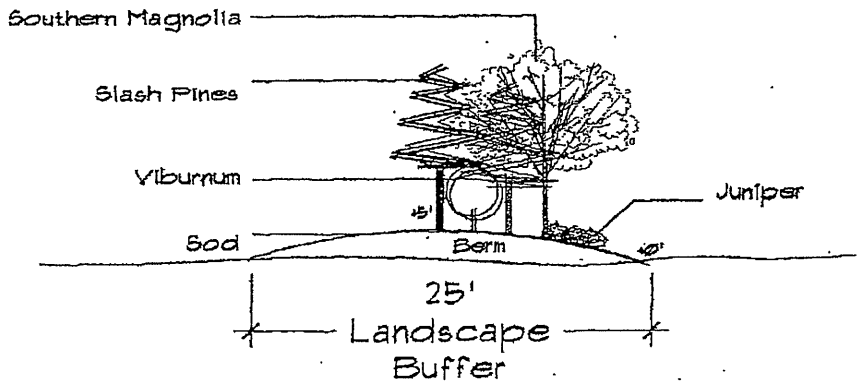
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Figure 4
SF Residential Landscape Requirements
Landscape Buffer

Plan



Section



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PUD Covenants and Restrictions for Single Family Development

1.0 Pod Entrance

The entrance to a Single Family pod shall be constructed in the same character and materials as set forth in the landscape plans for Tartan Road and will include:

1.1 Walls: Two (2) curved entry walls of the style and materials detailed in Figure 3, Entrance Pod Walls). See also Figure 1.

1.2 Lighting:

- Street Lighting will be three (3) Hancock Series #308 Double-Armed Lights located in medians (See Figure 1).
- Each Entry Wall will be lit with two (2) 4' Raybar sign lights
- Each Washington Palm and Ligustrum tree will have one (1) Stonco L38BZ - Ground mounted 12" high (black or bronze)

1.3 Landscape:

- Clusters of 5 Washington Palms *(Washington robusta)* are to be located behind each Entrance Wall and each lighted with one (1) 12" high Stonco L38BZ ground mounted light (black or bronze).
- Two (2) Ligustrum trees (*Ligustrum lucidum*) will be located for each wall and each lighted with one (1) 12" high Stonco L38BZ ground mounted light (black or bronze).
- Shrubs and groundcovers will also be used to improve the visual character of the corner (See Figure 1 and 2).
- St. Augustine 'Floratam' will be used for all sodded areas.
- All landscaped areas are to be mulched with 2-3" of pine bark "mini-nuggets".
- A fully automatic irrigation system with 100% overlap of coverage shall also be installed for all landscaped areas.

1.4 Signage: Entry wall signage shall be in accordance with the character set forth along Tartan Road in the Entrance Plans by Land Design. See Figure 3 for style, materials, and dimensions.

All landscape and construction drawings will be submitted for Architectural Review prior to construction.

2.0 Community Road Frontage (i.e. Tartan Road)

2.1 Fencing: White Three-Board PVC Fencing shall be located along PUD boundary where "Community Road" frontage occurs. Columns shall be located every 150' within fencing. (See Figure 3)

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Exhibit "G"

2.2 Landscape: No tree with a caliper of 6" or greater shall be removed without the approval of the Architectural Review Board as set forth by the Siemens Group.

The following plant material shall be included within a bermed 35' landscape buffer (See Figure 4):

- 3 ½" caliper Live Oaks (*Quercus virginiana*) shall be located every 60' along Tartan Road.
- Groups of five (5) 15-gallon Slash Pines (*Pinus elliottii)*
- Groups of three (3) 30-gallon Southern Magnolias D.D. Blanchard *(Magnolia grandiflora).*
- A single row of 3-gallon Wax Myrtles (*Myrica cerifera)* shall be located every 3'.
- St. Augustine 'Floratam' will be used for all sodded areas.
- All landscaped areas are to be mulched with 2-3" of pine bark mulch "mini-nuggets".
- A fully automatic irrigation system with 100% overlap of coverage shall also be installed.

3.0 PUD Interior

3.1 Common Areas: Common areas are to compose at least 25% of the PUD acreage. These areas can include landscape buffers, storm water retention, and open park space.

3.2 Lighting:

- Hancock Series #308, Single Arm shall be located every 150' within Right-of-way (ROW) at lot line intersections.
- Where parking exists for the PUD amenities, one (1) Hancock #308 light shall occur for every ten (10) parking spaces.
- All walkways and paths within the common areas and amenities shall include one (1) Adjusta-post 5GL mounted on a 12" riser (bronze) every 25'.

3.3 Landscape: No tree with a caliper of 6" or greater shall be removed without the approval of the Architectural Review Board.

- 3½" caliper Live Oaks *(Quercus virginiana)* shall be located within the ROW at the corner of every other lot throughout the PUD.
- A 25' landscape buffer must be maintained around the entire perimeter of the PUD boundary. Boundaries adjacent to high-use lands and along roadways shall require a bermed 35' landscape buffer (See Figure 4).

3.4 Hardscape:

- A 5' concrete sidewalk shall be located within the ROW on at least one side of interior streets. These sidewalks shall connect with the trail and path system of the common areas.

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- Mailboxes are to be one post per two lots. Style by Land Design Group (See Figure 6).

3.5 Signage:

- All project signage (i.e. *Clubhouse, Tennis Courts*, etc.) may be of the design and style of owner; however, approval must be obtained from the Architectural Review Board.
- All street signage will conform to the style and materials set forth by Land Design Group.
  See Figure 5.

4.0 Single Family Residential Lots – Landscape Plan Review Criteria

4.1 Site Plan

Scaled drawing which will include the following:

a. Location of proposed house, porches, pool, garage, driveway, mailbox, and fences with applicable setbacks.
b. Minimum setbacks as per City of Ocala and HeathBrook codes.
c. Statement indicating ground floor elevations above existing natural grade. All units will be set 12" above existing grade with two (2) 6" steps. No at grade front porch or entry.

4.2 Landscape Plans

Scale drawings should include the following:

a. Location of proposed house, porches, pool, garage, driveway, mailbox, and fences with applicable setbacks.
b. Location of all proposed plantings with a listing of each plant type and size.
c. Landscape plans shall have the following minimum:
   - Three (3) shade trees (not including street Live Oaks) with a 3 ½" caliper selected from approved plant list and meeting City of Ocala code requirements. Height and spread are per variety (see approved tree list). Three (3) palms with 10' c.t. used in a cluster may replace two of the required shade trees.
   - Four (4) ornamental trees of a 30 gallon container size from the approved ornamental tree list (caliper, height, and spread per variety)
   - Complete shrub coverage with 3-gallon shrubs selected from the approved shrub list. All elevations shall receive a continuous hedge with shrubs spaced 3' oc and a minimum of 24" from walls. All garages and carports (side opening) will be screened from adjacent property for the length of the side elevation with approved shrub/screening plants.
   - Front elevations shall have an average depth of 12' with appropriate trees, shrubs and groundcovers to ensure a dimensional layering to transform from lawn area to house wall. (See approved ground cover and other plant material list)

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Exhibit "G"

Effort should be made to provide both textured and color variations within the plantings to provide contrast and interests to the home landscape.

- All sod shall be St. Augustine 'Floratam' or 'Bitter Blue' for shadier locations.
- Mulch shall be pine bark "mini-nuggets" only with a depth of 2-3". Large natural areas (if they occur) may use pine straw at a depth of 5-6".
- Outdoor lighting should be specified and located on all landscape plans and subject to approval by the Architectural Review Board (ARB).
- 100% of the property, including ROW, shall be irrigated with a fully automatic irrigation system with 100% overlap of coverage.
- Location and type of all fences, including the height, style, and material, will be submitted for review. There will be no chain link, barbed wire, chicken wire, or similar fencing of any kind. No fence shall be allowed to exceed a height of 6'.

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Exhibit "G"

Approved Plant List

SHADE TREES			
MG	Southern Magnolia *Magnolia grandiflora*	#30	9'ht x 4' spr; 1 ½ " cal min
QS	Shumard Oak *Quercus laurifolia*	#30	10-12'ht x 5'spr; 3"cal min
QU	Laurel Oak *Quercus virginia*	#30	9'ht x 4'spr; 2" cal min
QV	Live Oak *Quercus virginia*	#30	10-12'ht x 5'spr; 3"cal min
UPD	Drake Elm *Ulmus parvifolia*	#30	10-12'ht x 5'spr; 3" cal min
ORNAMENTAL TREES			
BN	River Birch *Betula nigra*	#30	10-12'ht x 4-5'spr
CF	Florida Dogwood *Cornus Florida*	#15	7-8'ht x 3-4'spr
IAF	Fosteri Holly *Ilex attenuata*	#30	10-12'ht x 3-4'spr
IOEP	East Palatka Holly *Ilex opaca*	#30	10-12'ht;full; 3" cal min
IVP	Weeping Holly *Ilex vomioria*	#30	10-12'ht x 3-4'spr; 3"cal min
LI	Crape Myrtle *Lagerstroemia indica*	#30	10-12'ht x 5-6'spr; multi-trunk
LT	Ligustrum Tree-Type *Ligustrum lucidum*	B&B	8-10'ht x 6-7'spr
MS	Japanese Magnolia *Magnolia soulangiana*	B&B/#30	8-10'ht x 4-5'spr
PC	Bradford Pear *Pyrus calleryana*	B&B/#30	10'-12'x 5-6'spr

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PALMS			
BC	Pindo Palm *Butia capitata*	B&B	clear trunk; 10-12' ht
SP	Cabbage Palm *Sabal palmeto*	B&B	
WR	Washington Palm *Washington robusta*	B&B	
SCREEN PLANTS			
ID	Dwarf Delcambre Holly *Ilex comuta 'Delcambre'*	#3	18-24"oa; 2'-6'oc
IP	Florida Anise *Illicium parviflorum*	#3	24"-30"oa; 3'oc
JV	Red Cedar *Juniperus virginia*	B&B	6-8'ht; full
LJ	Ligustrum Hedge *Ligustrum japonica*	#3	18-24"ht 18-24"spr
MC	Wax Myrtle *Myrica cerifera*	#15	5- 6'ht x 3-4'spr; multi-trunk; full
MG	Southern Magnolia *Magnolia grandiflora*	#30	9'ht x 4' spr; 1 ½ " cal min
PE	Slash Pine *Pinus elliottii*	#30	10'12'htx 4-5'spr
PM	Podocarpus *Podocarpus macrophyllus*	#15	5-6'ht x 18-24"spr
VO	Sweet Viburnum *Viburnum odoratissimim*	#3	18-24"ht x 18-24"spr
RETENTION POND PLANTS			
AR	Red Maple *Acer rubrum*	#30	8-10ht x 4'spr
BN	River Birch *Betula nigra*	#30	10-12'ht x 4-5'spr
TD	Bald Cypress	#30	10-12'ht x 6-8'spr

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Taxodium distichum

ACCENT PLANTS

CJA	Camellia *Camellia japonica*	#3	18-24"ht x *12-18"spr*
CSQ	Sasanqua Camellia *Camellia sasanqua*	#3	18-24" ht x 12'-18" spr
CA	Crinum Lily *Crinum asiaticum*	#7	30-36"ht x 30-36"spr
CH	European Fan Palm *Chamaerops humilis*	#7	3'ht x 3'spr; triple
CR	Sago Palm *Cycas revoluta*	#7	30"ht x 30"spr
FJ	Japanese Fatsia *Fatsia japonica*	#3	24-30"ht x 30" spr
HM	French Hydrangea *Hydrangea macrophylla*	#3	24-30"ht x 18" spr
LC	Dwarf Gold Lantana *Lantana camara*	#1	full gal
ND	Heavenly Bamboo *Nandina domestica*	#7	36-40'ht 8-10canes
PS	Philodendron *Philodendron selloum*	#3	36"ht x 36" spr
RE	Firecracker Plant *Russelia equisetiformis*	#3	30-36"; 3' oc
RP	Raphis Palm *Raphis excelsa*	#7	4'ht x 2-3'spr
ST	Spirea *Spirea thunbergii*	#3	18-24" oa 3'oc
TF	Windmill Palm *Trachycarpus fortunei*	#7	3'ht x 3'spr

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SHRUBS			
BMJ	Japanese Boxwood *Buxus microphylla*	#3	15-18"ht x 15-18"spr
ICB	Dwarf Globe Holly *Ilex cornuta*	#3	18-24"oa; 2'-6'oc
IVN	Dwarf Yaupon *Ilex vomitoria*	#3	18-24"oa; 3'oc
PA	Plumbago *Plumbago auriculata*	#3	18"-24"
PT	Pittosporum *Pittosporum tobira*	#3	18-24"ht x 18-24"spr
RDR	Azalea 'Duc de Rohan' *Rhododendrom obtusum*	#3	18-24"oa 3'oc
RG	Azalea 'GG Gerbing *Rhododendron simsii*	#3	18-24"oa; 4'oc
RGT	Azalea 'George Tabor' *Rhododendron simsii*	#3	24-30"ht x 24-30"spr
RSC	Azalea *Rhododendron simsii* 'Southern Charm'	#3	24-30"ht x 24-30"spr
RI	Indian Hawthorne *Raphiolepsis indica*	#3	18"ht x 18" spr
ROF	Dwarf Azalea *Rhododendron obtusum* 'Fashion'	#3	18-24"ht x 20" spr
RRR	Dwarf Azalea *Rhododendron obtusum* 'Red Ruffles'	#3	18-24"oa
ZF	Coontie *Zamia floridana*	#3	24"ht x 24" spr

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GROUNDCOVERS

AA	Lily of the Nile *Agapanthus africanus*	#1	full gal
AE	Cast Iron Plant *Aspidistra elatior*	#1	full gal 5-7leaves
FA	Flowering Annuals	4"pots	full
HC	Algerian Ivy *Hedera helix*	4"pots	full gal 2-3runners
HF	Holly Fern *Cyrtomium falcatum*	#1	full
HS	Daylily *Hemerocallis spp.*	#1	full gal
JP	Parson's Juniper *Juniperus parsonii*	#1	full gal 14"-16"sp
LEG	Liriope 'Evergreen Giant' *Liriope muscari*	#1	full; 2'oc
MI	African Iris *Moraea iridioides*	#1	full gal
NE	Boston Fern Nephrolepis exalta	#1	full gal
OJ	Mondo Grass *Ophiopogan japonicus*	4"pots	full quart
TA	Dwarf Jasmine *Trachelospermum asiaticum*	#1	full gal

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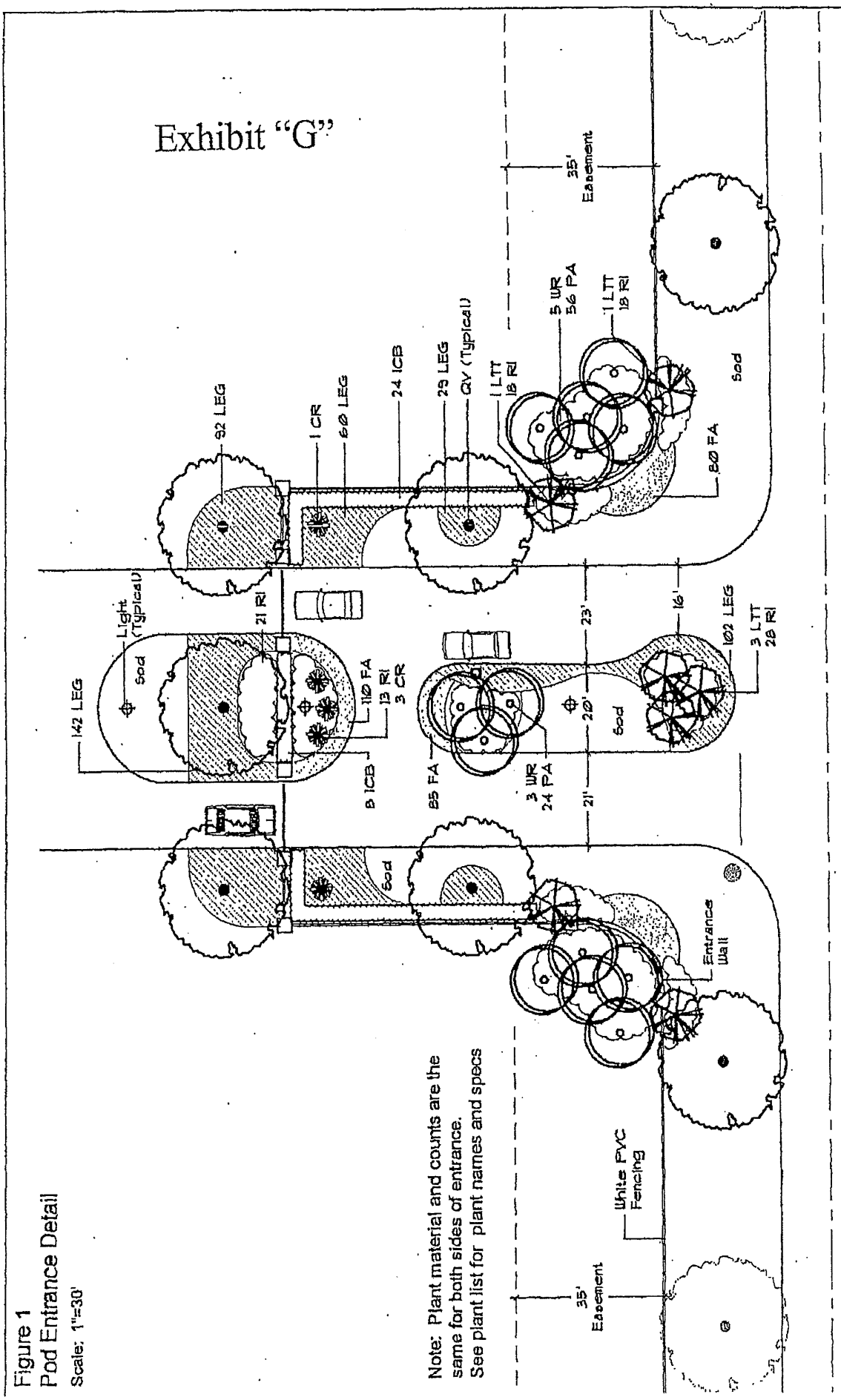


Figure 1
Pod Entrance Detail
Scale: 1"=30'

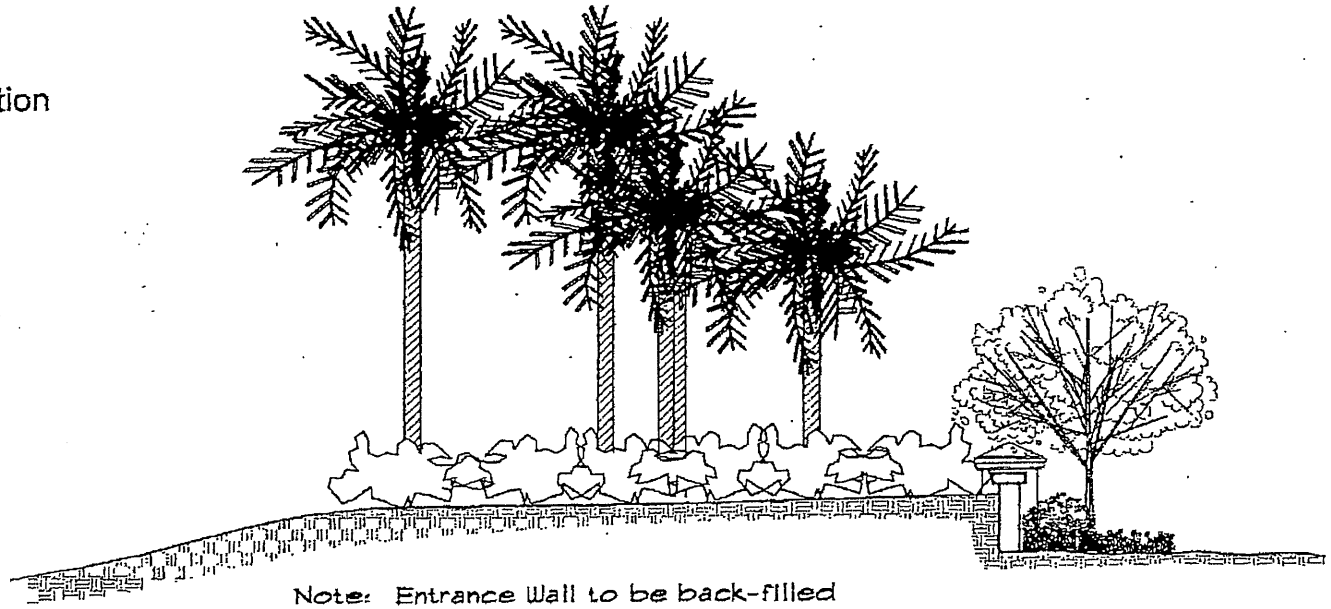
Note: Plant material and counts are the same for both sides of entrance. See plant list for plant names and specs

Figure 2
Pod Entrance Detail

PLANT LIST

TREES				
QTY	CODE	COMMON NAME	SCIENTIFIC NAME	SIZE AND SPACING
7	LT	Ligustrum Tree-Type	Ligustrum lucidum	B&B, 8-10'ht x 5-6'spr
0	QV	Live Oak	Quercus virginia	B&B, 10-12'ht x 5-6'spr, 3 1/2" cal min.
PALMS				
QTY	CODE	COMMON NAME	SCIENTIFIC NAME	SIZE AND SPACING
5	CR	Sago Palm	Cycas revoluta	#15, 36"ht x 36"spr
13	WR	Washington Palm	Washington robusta	C.T., 3-18', 3-16', 3-14', 4-12'
SHRUBS, GROUNDCOVERS, AND VINES				
QTY	CODE	COMMON NAME	SCIENTIFIC NAME	SIZE AND SPACING
355	FA	Flowering Annuals	Variety by Landscape Architect	4"pots, full, 12" oc
56	IC"B"	Dwarf Globe Holly	Ilex cornuta "Burfordii"	#3, 18-24"oc, 3'oc
504	L"EG"	Liriope	Liriope muscari "Evergreen Giant"	#1, full gal, 2'oc
136	PA	Plumbago	Plumbago auriculata	#3, 18-24"ht, 3' oc
134	RI	Indian Hawthorne	Raphiolepis indica	#3, 18"ht x 18"spr, 3'oc
MULCH				**SOD**
58	CU YDS	Pine Bark Mini-Nuggets	3" cover in all planted areas	13,000 SQ FT St. Augustine Floratam

Section

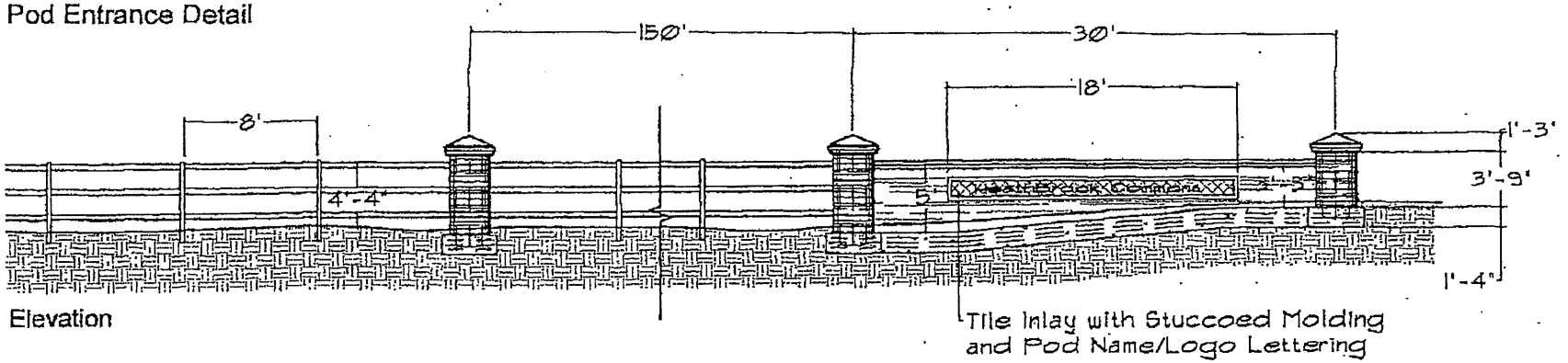


Note: Entrance Wall to be back-filled and landscaped as shown

Exhibit "G"

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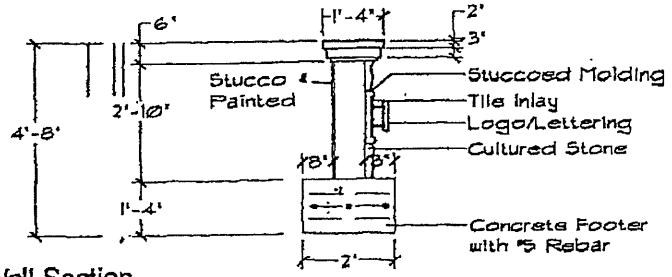
Figure 3
Pod Entrance Detail



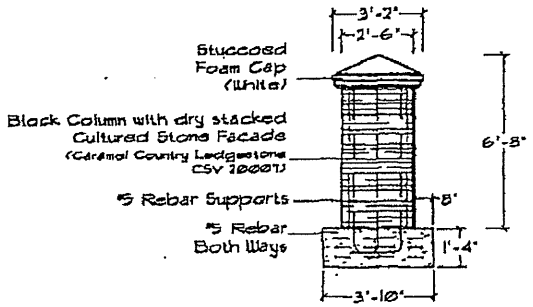
Elevation

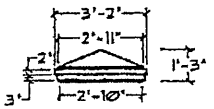
Tile Inlay with Stuccoed Molding
and Pod Name/Logo Lettering

Note: Curved Wall, 30 l.f. from column centers.
Average wall height is 3'-8"
(minimum of 3'-3" and maximum of 5'-0")

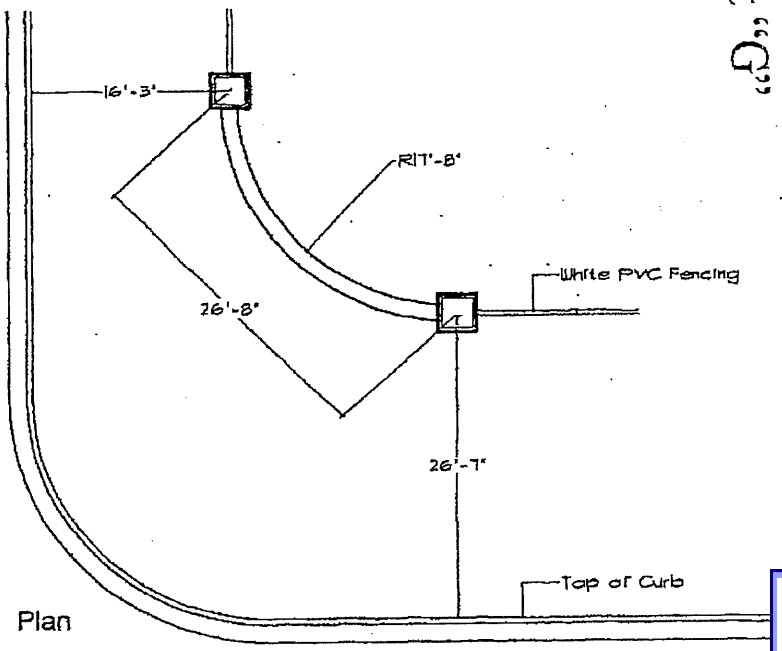


Wall Section





Column
(Typical)



Plan

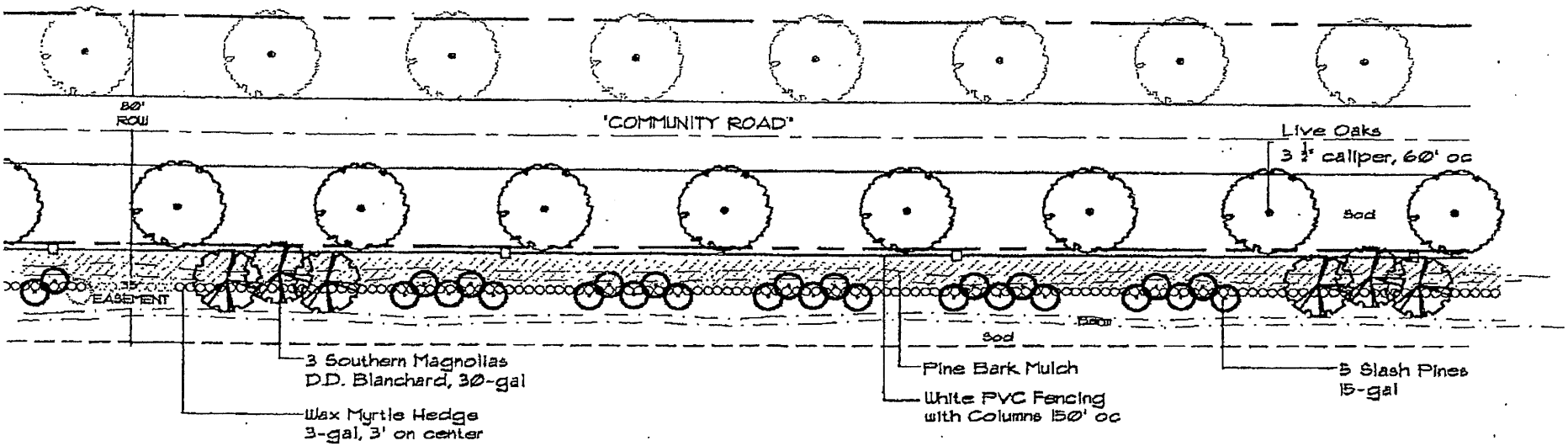
Exhibit "G"

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THESE PLANS HAVE BEEN REVIEWED FOR GENERAL COMPLIANCE WITH THE CITY OF OCALA ENFORCED CODES. IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS, THE PERSON(S) REVIEWING THE PLANS, THEIR EMPLOYERS, AND THE PERSON(S) WHO SIGNED AND SEALED THE PLANS ARE NOT RESPONSIBLE. REVIEWING THE PLANS, THIS OR THEIR COPIES AND NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL THE SAID CODE VIOLATION(S) ARE CORRECTED.

Figure 4
Roadway Frontage Detail
Scale: 1"=50'

Plan



Section

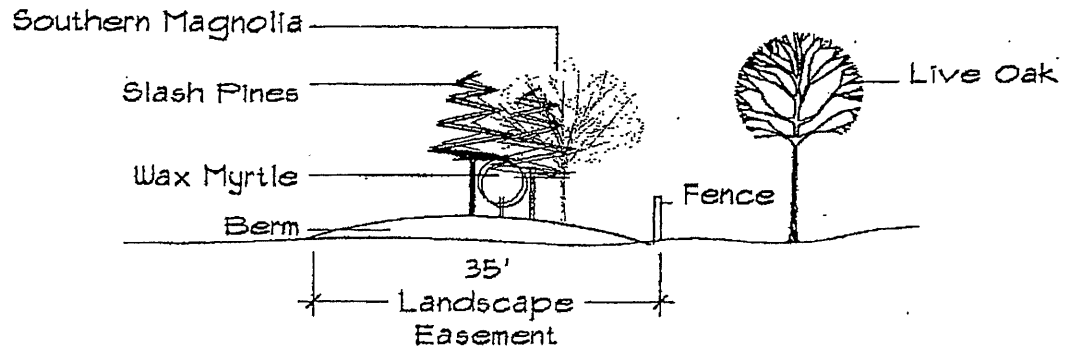


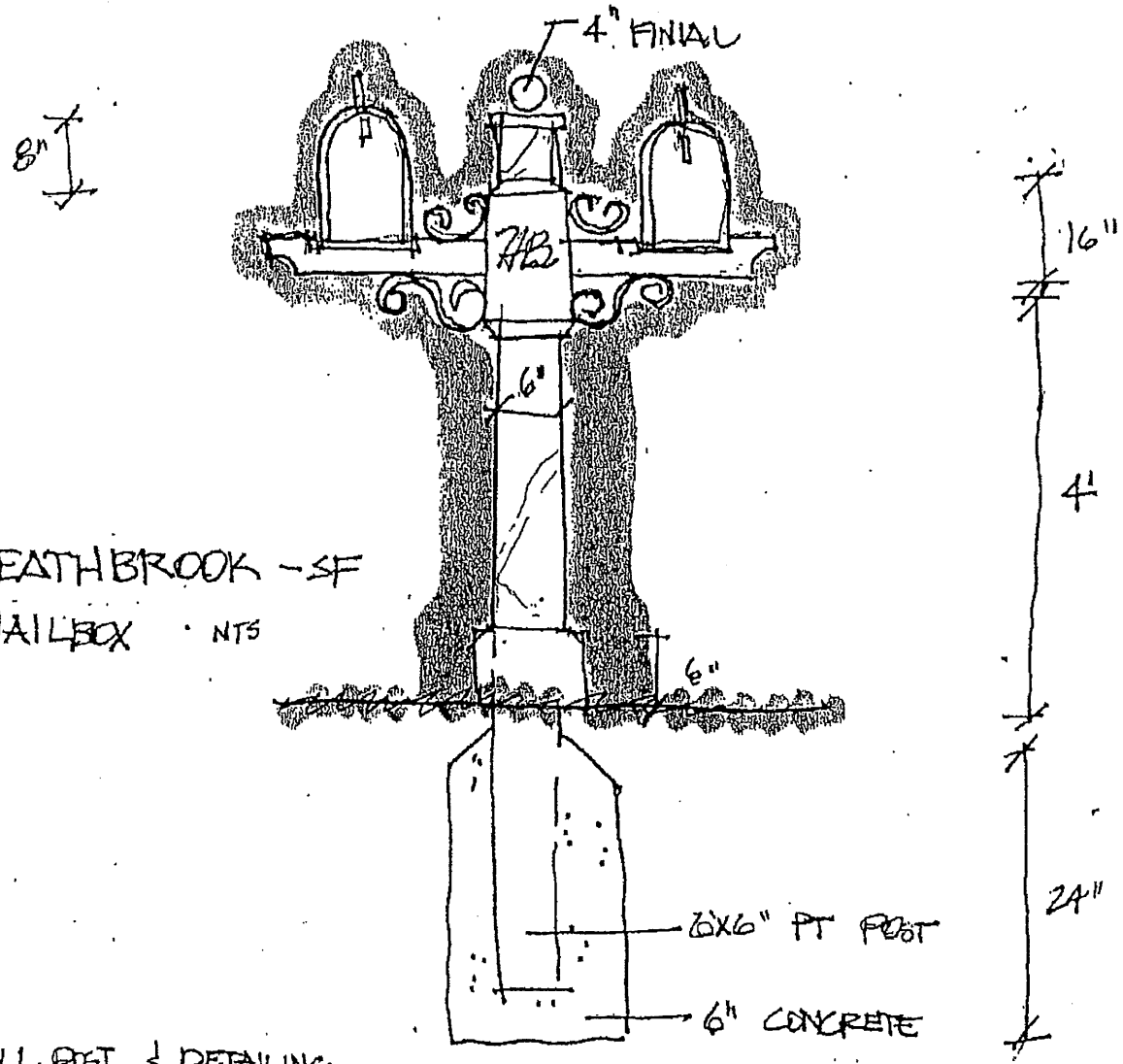
Exhibit "G"

REVIEWED
For Code Compliance
City of Ocala Growth Management
PD25-0007
MOCKINGBIRD RIDGE, LLC
5/22/2026
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FIG. 6

Exhibit "G"



HEATHBROOK - SF
MAILBOX - NTS

* ALL POST & DETAILING PAINTED GLOSS BRIGHT WHITE - SCROLL BLACK

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HEATH BROOK MASTER
Residential Architectural Standards

1.0 Minimum dwelling square footage requirements:

Minimum dwelling square footage shall be 1400 square feet on 50 to 54 foot wide lots.
Minimum dwelling square footage shall be 1500 square feet on 55 to 64 foot wide lots.
Minimum dwelling square footage shall be 1600 square feet on 65 to 79 foot wide lots.
Minimum dwelling square footage shall be 2000 square feet on 80 to 89 foot wide lots.
Minimum dwelling square footage shall be 2000 square feet on 90 to 99 foot wide lots.
Minimum dwelling square footage shall be 2500 square feet on 100 to 120 foot wide lots.

Minimum square footage must be heated and cooled.

2.0 Yard set backs:

Side Yard Setbacks:
50 to 69-foot wide lots are to have a 5-foot side yard set back minimum.
70 to 79-foot wide lots are to have a 5 foot side yard set back minimum.
80 to 89-foot wide lots are to have a 7 foot side yard set back minimum.
90 to 99-foot wide lots are to have a 7 foot foot side yard set back minimum.
100 foot wide lots and greater are to have a 10 foot side yard set back minimum.

Front yard Setbacks:
50 to 69-foot wide lots are to have a 20-foot front yard set back minimum.
70 to 79-foot wide lots are to have a 20foot front yard set back minimum.
80 to 89-foot wide lots are to have a 25 foot front yard set back minimum.
90 to 99-foot wide lots are to have a 25 foot front side yard set back minimum.
100 foot wide lots and greater are to have a 30 foot side yard set back minimum.

Rear Yard Setback:
50 to 69-foot wide lots are to have a 10-foot rear year set back minimum.
70 to 79-foot wide lots are to have a 10 foot rear yard setback minimum.
80 to 89-foot wide lots are to have a 15 foot rear yard setback minimum.
90 to 99-foot wide lots are to have a 15 foot rear yard setback minimum
100 foot wide lots and greater are to have a 20 foot rear yard setback minimum

Driveway Setback:
50 to 69-foot wide lots driveway setback shall be a minimum of 3 feet.
70 to 79-foot wide lots shall have a driveway setback of a minimum of 5 feet.
80 to 89-foot wide lots shall have a driveway setback of a minimum of 5 feet.
90 to 99-foot wide lots shall have a driveway setback of a minimum of 7 feet.
100 foot wide lots and greater shall have a driveway setback of a minimum of 10 feet.

3.0 Foundations: Exposed rough masonry foundations shall be faced with stone, brick or stucco.

4.0 Windows: All elevations must have windows. Windows are encouraged to be vertically oriented with Height 11/2 times the width or more except at the side elevations. Windows other than wood must be anodized or electrostatically painted.

Revised 05/05/04

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5.0 Exterior Walls: Vertical transitions of dissimilar materials shall be made at an inside joint. Non-masonry materials shall terminate on a base of concrete or stucco. All colors must be in contractor submittal package and approved by the DRB. Earth tones and pastels are encouraged in keeping with the overall development.

6.0 Ceiling Heights: Minimum ceiling height is eight feet with vaulted ceilings. Minimum ceiling height shall be eight feet eight inches for flat ceilings.

7.0 Roof Pitch and Roofing Types: The minimum roof pitch is 6:12. Roofs shall be tile or 30+ year architectural or dimensional textured fiberglass shingles. There shall be no flat roofs; maximum roof height is 35 feet measured from finished ground floor to mean height between ridge and soffit.

8.0 Garage: Each dwelling shall have an attached or detached garage designed for a minimum of two automobiles.

9.0 Driveways: Driveways shall be a minimum of 16 feet wide and 20 feet deep at the entrance of the garage. Driveways shall be of stable and permanent materials: concrete, cast pavers brick or stone. Minimum car drive way shall be 12 feet asphalt. Loose stone or asphalt driveways are not permitted.

10.0 Accessory Structures: No structure of a temporary character, storage shed, trailer, tent, mobile home or recreational vehicle shall be permitted on any Lots within the Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant, its affiliates, Declarant's Permittees on Participating Builders during construction. Permanent Accessory Structures shall be permitted in front or side yards, or in setbacks. Permanent Accessory Structures must be used for human habitation and therefore be under air. Plans shall be submitted to the ARB for approval prior to construction. Permanent Accessory Structures not attached to the house must mimic the style of the house and comply with setback restrictions.

11.0 Signs. No sign of any kind shall be displayed to the public view on any Lot or Common Areas, except as authorized by Declarant or DRB (in locations and in accordance with applicable design standards). Declarant may authorize Declarant, its affiliates, Declarant's Permittees or Participating Builders to place signs on the Properties for advertising purposes during the construction and sales period. No sign of any kind which shall be visible outside the Unit shall be permitted to be placed inside a Unit or on the outside walls of such Unit, or on any fences on the Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within the Properties, except such as are authorized by Declarant or DRB.

12.0 Pets, Livestock and Poultry. Each Unit Owner or Occupancy (regardless of the number of joint owners or occupants) may maintain not more than two (2) household pets in his Unit, provided that the pets are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to other Owners. No reptiles, wildlife, livestock or poultry of any kind shall be kept on any Lot or any Common Area. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit. No household pets shall be permitted to leave excretions on any Common Areas, except areas designated by the association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" means dogs, cats and other animals expressly permitted by the Association, if any. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. Pets shall also be subject to all applicable rules.

13.0 Commercial Trucks, Trailers, Campers and Boats. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than private passenger vehicle, shall be parked or maintained on any lot or public right-of-way, except in an enclosed garage. No commercial vehicle of any kind shall be permitted on any lot except vehicles owned by the lot owner not exceeding three-quarter tons and must be parked in an enclosed garage; and except vendors providing temporary services to the lot owner. All private passenger vehicles shall be parked within an enclosed garage, unless all spaces for private passenger vehicles, of which there must be two pursuant to Architectural Guidelines, are occupied by a private passenger vehicle, commercial vehicle, recreational vehicle, camper, trailer, or boat. All vehicles parked within the driveway must be in good condition, and

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any vehicle, which is unlicensed or cannot operate on its own power, shall not remain in the driveway for more than 24 hours. No major repair of any vehicle shall be made on the lot. Overnight on street parking is prohibited. Restrictions if any, on commercial trucks, trailers, campers and boats (particularly as to the parking or storage thereof) shall be imposed and enforced by the Association; provided, however, that no commercial trucks, trailers, campers or boats shall be parked or stored within the Common Areas if the Association prohibits such parking or storage by regulation or otherwise.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

14.0 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with the standards adopted by the Association (or the DRB) for such containers (the latter to control over the former in the event of conflict). Garbage containers shall be kept inside garage except for the day of garbage collection.

15.0 Exterior Antennas, Etc. No Owner shall install any exterior antenna satellite dishes or similar equipment on any Lot, or the Common Areas or Improvement thereon, unless such antennae, satellite dishes and similar equipment are approved by the DRB conform to the conditions and requirements imposed by the DRB. No radio or short-wave operations of any kind shall be permitted to operate on any Common Areas or any Unit. The Declarant may erect an antenna, a master antenna, or a cable television antenna for the use of all the Owners, and Declarant grants and hereby reserves easements for such purposes as more particularly set forth in Article 11. Notwithstanding the foregoing, to facilitate compliance with the Telecommunications Act of 1996, the following provisions apply to installation of DBS, MDS, ITFS, and LMDC dishes less than one (1) meter in diameter, and TVBS antennas:

15.1 No payment of any fee shall be required as a condition of installation.

15.2 All installations shall be integrated into dwelling design and shall be a maximum of 24" in diameter. All wiring shall be in conduit and painted to match dwelling. Antennas and must be placed on the Lot in a location which is not visible from any street.

15.3 The Owner must take reasonable measures to screen the installation. "Reasonable" means an Installation that is consistent with the overall landscape standards of Heath Brook Hills.

16.0 Trees, Shrubs and Artificial Vegetation all plantings shall be from the DRB approved plant list. No tree or shrub, the trunk of which exceeds six (6) inches in diameter, may be cut down, destroyed or removed from any Lot or Common Areas without the prior approval of the DRB. All Lots shall, upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped, grassed and irrigated with 100% coverage in accordance with plans submitted to, and approved by the DRB. The entire yard shall be sodded with grass approved by the DRB. The Owner shall maintain all shrubbery; grass, trees and other landscaping installed on their Lot in a neat, clean, orderly and healthy condition. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial grass shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, vegetation or sculptural landscape décor shall be permitted outside the Dwelling unit except that live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit.

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Pac

17.0 Swimming pools: Pool decking shall conform to pool industry standards. Pools and spas shall be built in ground and integrated with the house. Pool screen shall follow the form of the dwelling not extend higher than the dwellings roof and shall not be visible from the street. Pool equipment shall be screened by a wall or planting from neighbors and street. Pool equipments shall be located in rear or side yards only. Rear pool edge shall be a minimum of 4 feet from the rear property line for lots from 50 to 89 feet wide and a 10 foot set back for lots 90 feet wide and greater. Pools shall remain in rear yard setback except in courtyard plans.

18.0 Air Conditioning Units: Air Conditioning units shall be located in side or rear yards of lot. No air conditioning units shall be located in front yards. All units shall be screened from view of neighbors and streets with a wall or plantings. Compressors located in side yards must meet a SPL rating of 85 decibel or less.

19.0 Exterior Lighting. All exterior lighting shall be designed so as to not disturb neighbors. All exterior lighting shall be subject to prior approval by the DRB.

20.0 Games and Play Structures. -All game or play structures shall be located at the rear of the Lot and 10 feet from any property line(s)or on the inside portion of corner Lots within the setback lines. All game and play structures shall be screened from view from any street. No platform, doghouse, playhouse, game or play structures of a similar kind or nature shall be constructed on any part of the Lot located in front of the rear (wall) line of any Unit(s) constructed on the Lot, and any such structure must have the prior approval of the DRB.

21.0 Fences and Walls. The composition, location, color and height of any fence or wall to be constructed on any Lot are subject to the approval of the DRB. The DRB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings, be harmonious with the style of the house and other fences, if any. All fences shall be constructed of permanent material with a painted finish. Fences shall be a maximum of six feet high along rear and side yards and not extend past a line extending from the front of the dwelling, except in courtyard houses. No chain link or wood fences shall be permitted on any Lot or portion thereof, unless installed by Declarant, its affiliates, Declarant's Permittees or Participating Builders during construction periods or as otherwise approved by Declarant or the DRB.

22.0 Mailbox and Paper box: Shall be project type and style as selected by DRB.

23.0 Flagpoles: Flagpoles shall be attached to the house. Only U.S. flags shall be displayed no other flags will be allowed.

24.0 Solar Collectors: Collectors shall be integrated into the roof design on rear of roof. Color and form of collectors shall harmonize with roofing. No storage tanks shall be permitted on roof. Equipment located on ground shall be located in rear or side yard and screened from street and neighbors with walls or planting. Equipment is not permitted in front yard.

25.0 Tanks: Tanks shall be underground or in side or rear yards screened from street and neighbors by walls or plantings. Tanks are not permitted in front yards.

26.0 Utilities Connections. Permanent building connections for all utilities installed after the date hereof, including but not limited to, water, electricity, telephone and television, shall be run underground from the proper connecting points to the structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies. Above ground transformers shall be landscaped along with adjacent residence and screened from view.

27.0 Off-Street Motor Vehicles. No motorized vehicle may be operated off of paved roadways and drives except as specifically approved in writing by the Association for the purpose of maintenance, construction or similar purposes and except as operated by the Association or its contractors, subcontractors or

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designees.

28.0 Golf Carts. The Association shall permit golf carts owned by an Owner to be operated on the private streets of the Common Areas, provided all such carts are subject to the same traffic and parking regulations as motor vehicles. The Association may adopt rules and regulations governing the use and operation of golf carts on the Properties.

File #: 2026-1680 Agenda Item #: 6i.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Estoppel certificate for Gabriels Winghouse, LLC ground lease

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On November 15, 2016, the City Council approved a ground lease with Gabriels Winghouse, LLC at the Ocala International Airport, which was subsequently amended in 2017 and 2021. The tenant has requested that the City execute an estoppel certificate regarding the lease's financing and title matters.

FINDINGS AND CONCLUSIONS:
The estoppel certificate confirms that the lease and its amendments remain in full force and effect, that rent is current, and that the City is not aware of any defaults, claims, liens, or offsets under the lease.

Execution of the estoppel certificate does not modify the terms of the lease or create any additional obligations for the City.

Staff recommends approval.

FISCAL IMPACT:
None.

PROCUREMENT REVIEW:
N/A

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

CITY OF OCALA, FLORIDA

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is given this 7th day of July 2026 by the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471, and in conjunction herewith the CITY OF OCALA, FLORIDA certifies as follows:

Lease Agreement(s):

• GROUND LEASE AT AIRPORT Agreement dated November 15, 2016 between the City of Ocala, Florida, a Florida municipal corporation (Landlord), and Gabriels Wing House, LLC, a Florida limited liability company (Tenant); together with

• Amendment Number 1 to GROUND LEASE AT AIRPORT Agreement dated April 26, 2017 for the premises as defined therein (aforesaid November 15, 2016 lease agreement), located at the Ocala International Airport; together with

• Amendment Number 2 to GROUND LEASE AT AIRPORT Agreement dated January 1, 2021 for the premises as defined therein (aforesaid April 26, 2017 lease amendment no. 1), located at the Ocala International Airport.

THE UNDERSIGNED, as Lessor (Landlord) with regard to the aforementioned lease agreement(s), hereby certifies to Kelli D. Larsen, as Title Agent for Boss Law, as Title Underwriter; and to TRUIST BANK, as the Administrative Agent, Lender and Mortgagee on that certain first leasehold mortgage on the lease as may be amended, as follows:

1. The aforementioned lease agreement(s) remain in full force and effect;

2. There has been no default in the payment of rent under said lease agreement(s);

3. There are no defaults under any other terms, covenants or conditions of said lease agreement(s);

4. There are no charges which the Lessor (Landlord) claims to be additional liens upon the leasehold estate; and

5. There are no defenses, claims against the Lessee (Tenant) or offsets which are presently known to the Lessor (Landlord) in respect to the aforementioned lease agreement(s).

CITY OF OCALA, FLORIDA,
a Florida municipal Corporation,

_____
by: Ire J. Betha Sr., as its
City Council President

File #: 2026-1681 Agenda Item #: 6j.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

FORMAL TITLE:
Estoppel certificate for Londons Landholdings, LLC ground lease

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On January 1, 2021, the City Council approved a ground lease with Londons Landholdings, LLC at the Ocala International Airport. The tenant has requested that the City execute an estoppel certificate regarding the lease's financing and title matters.

FINDINGS AND CONCLUSIONS:
The estoppel certificate confirms that the lease remains in full force and effect, that rent is current, and that the City is not aware of any defaults, claims, liens, or offsets under the lease.

Execution of the estoppel certificate does not modify the terms of the lease or create any additional obligations for the City.

Staff recommends approval.

FISCAL IMPACT:
None.

PROCUREMENT REVIEW:
N/A

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

CITY OF OCALA, FLORIDA

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is given this 7th day of July 2026 by the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471, and in conjunction herewith the CITY OF OCALA, FLORIDA certifies as follows:

Lease Agreement(s):

• GROUND LEASE AT AIRPORT Agreement dated January 1, 2021 between the City of Ocala, Florida, a Florida municipal corporation (Landlord), and Londons Landholding, LLC, a Florida limited liability company (Tenant);

THE UNDERSIGNED, as Lessor (Landlord) with regard to the aforementioned lease agreement(s), hereby certifies to Kelli D. Larsen, as Title Agent for Boss Law, as Title Underwriter; and to TRUIST BANK, as the Administrative Agent, Lender and Mortgagee on that certain first leasehold mortgage on the lease as may be amended, as follows:

1. The aforementioned lease agreement(s) remain in full force and effect;

2. There has been no default in the payment of rent under said lease agreement(s);

3. There are no defaults under any other terms, covenants or conditions of said lease agreement(s);

4. There are no charges which the Lessor (Landlord) claims to be additional liens upon the leasehold estate; and

5. There are no defenses, claims against the Lessee (Tenant) or offsets which are presently known to the Lessor (Landlord) in respect to the aforementioned lease agreement(s).

CITY OF OCALA, FLORIDA,
a Florida municipal Corporation,

_____
by: Ire J. Bethea Sr., as its
City Council President

File #: 2026-1685 Agenda Item #: 6k.

Submitted By: Pamela Omichinski

Presentation By: Kathy Crile

Department: Recreation and Parks

FORMAL TITLE:
Removal of Recreation Commission member Reinaldo Mercado

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Mr. Reinaldo Mercado was appointed to the Recreation Commission in May 2024. Since his appointment, Mr. Mercado has consistently failed to attend scheduled Commission meetings and has not responded to communications from City staff.

Commission members are expected to participate regularly and engage in Commission activities to ensure full representation and effective operation. Despite multiple attempts by staff to encourage participation, Mr. Mercado has not fulfilled these responsibilities. His continued absence has limited the Commission's ability to conduct business with the full benefit of its appointed membership.

Approval of this item will leave the remainder of the March 1, 2024, to March 1, 2028, term vacant. There are three applications for Council's consideration in a later agenda item for appointment to two vacancies, including this newly created vacancy.

FINDINGS AND CONCLUSIONS:
To maintain the effectiveness of the Recreation Commission, staff recommends that Mr. Mercado's appointment be vacated and that the position be opened for a new appointment.

ALTERNATIVE:

- Approve with Changes

- Table
- Deny

File #: 2026-1686 Agenda Item #: 6l.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Appointment of Charles Hannah to the Municipal Code Enforcement Board as an alternate

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Code Enforcement Division enforces codes governing zoning, nuisance abatement, contracting and permitting requirements of the City of Ocala and the State of Florida, occupational licenses, sign codes, alcohol location permits, and other local ordinances and state statutes. The Municipal Code Enforcement Board hears cases relating to code violations.

The Municipal Code Enforcement Board currently has two vacancies for alternates. They serve on the board as voting members in the event of a board member's absence to ensure a quorum. Mr. Charles Hannah has submitted his application for consideration for this position, which comes with no term expiration.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Application Form

Profile

Prefix	First Name	Last Name
	Charles	Hannah

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Business Name and Address

Retired LEO and HR Director

Occupation

Primary Phone

Alternate Phone

Are you a resident of Marion County?

◉ Yes ○ No

If you are a resident, state length of time in years:

1.5

Do you own property within the City Limits?

○ Yes ◉ No

Do you reside within the City Limits?

◉ Yes ○ No

Do you own a business within the City Limits?

○ Yes ◉ No

Do you hold a public office?

○ Yes ◉ No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

○ Yes ◉ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Municipal Code Enforcement Board: For Review

Question applies to multiple boards

Please Note: You will be required to complete a Financial Disclosure Form upon appointment to the following boards/commissions:

1. Board of Adjustment
2. Ocala Planning and Zoning Commission
3. Municipal Code Enforcement Board
4. Firefighters' Pension Board of Trustees
5. General Employee Retirement System Board of Trustees
6. Ocala Police Officers' Retirement System Board of Trustees

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I bring over 28 years of law enforcement experience, combined with executive-level human resources leadership at Berkshire Hathaway. I hold a Juris Doctor in labor and employment law and a Bachelor of Business Administration, providing both legal and operational perspective. Since retirement, I have continued serving my community as a Code Inspector with Marion County and the City of Ocala, working directly with residents to maintain safety, compliance, and neighborhood standards.

Brief Resume of Education and Experience:

USMC active (1979-1983, reserve 1983-1986). Deputy Sheriff Lieutenant (1982-2008 retired), HR Director Dollar General (2008-2015). HR Director Berkshire/Hathaway (2015-2023 retired). Marion (IN) Police part time (2023-2024). Grant County Sheriff's Office part time (2023-2025). BBA and JD (labor/employment) degrees. Code enforcement after retirement with Marion County (2025), City of Ocala Code Enforcement (2025-2026).

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

File #: 2026-1716 Agenda Item #: 6m.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
City Council meeting minutes

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

Attached:

- City Council regular meeting minutes from June 16, 2026
- City Council workshop minutes from June 9, 2026
- City Council workshop minutes from May 12, 2026

Ocala
City Council
Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, June 16, 2026 **4:00 PM**

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Jay A. Musleh
Council Member Kristen M. Dreyer
Council Member James P. Hilty Sr
Council Member Barry Mansfield
Council President Ire J. Bethea Sr

2a. New Employees

- Connor Hartwig, Electric
- Jonathan Poust, Electric
- Anthony Eaglen, Growth Management
- Christo Petzer, Public Works

3. Public Notice

4. Proclamations and Awards

5. Presentations

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

Mayor Marciano presented the Mayor's citizen award to Eddy Leedy for his outstanding work to the community.

5b. 2026 Citizens Academy Graduation

Information Officer Greg Davis introduced and presented certificates to Citizens Acadmy graduates.

City Manager Lee introduced the Future Leader intern group. Staff Development and Training Administrator Alex Schnortz explained this group was selected from 110 applicants, and they will be spending the next six weeks as interns in departments across the City for practical work experience.

Council Member Dreyer said she briefly met some of the interns earlier and found them very impressive. She believes they represent a bright future, praised their commitment to showing up during their free time, and wished them all good luck.

5c. Presentation of America 250 flag from Ocala Main Street to City of Ocala for display

during the 250th anniversary celebration of the signing of the Declaration of Independence.

Sarah Lambert, Executive Director of Ocala Main Street, presented the City with an America 250 flag as a gesture of partnership and announced a week of historical programming and events leading up to a July 3rd picnic in the park.

5d. Upward Communities Keeping Ocala's Workforce Close to Home

Jason Roberts, founder of Upward Communities, explained that his company partners with public entities to privately fund and build high-quality single-family home communities for essential workers. He described their model as fully privately financed with no tax increases, aimed at helping staff afford to live where they work. He asked the City for permission to begin a formal investigative process to see whether Ocala's workforce has a need for this type of housing solution.

Council Member Dreyer spoke positively on exploring the project. City Manager Lee explained staff is willing to poll City employees.

Council Member Hilty commented on having available property approved.

Council Member Musleh agreed to possibly partnering with MCPS.

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: James P. Hilty Sr

SECONDER: Barry Mansfield

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Kathy Crile

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

Presentation By: John Spencer

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

Presentation By: Michael Balken

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

Presentation By: James Haynes

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

Presentation By: James Haynes

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

Presentation By: James Haynes

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

Presentation By: James Haynes

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

Presentation By: James Haynes

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

Presentation By: James Haynes

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

Presentation By: Sean Lanier

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

Presentation By: Aubrey Hale

6l. City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

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

8. Introduction and First Readings of Ordinances

(Second and Final Reading - July 7, 2026)

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

Introduced By: James P. Hilty Sr

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

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

Endira Madraveren explained that Legacy View Church is requesting to close and absorb a segment of SW 25th Street that was only recently discovered during survey work. Earlier approvals for the church's site plan and parking remain valid but depend on this street abrogation. Planning and Zoning unanimously recommended approval, and staff also supports it.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: James P. Hilty Sr
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

10. General Business

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

Presentation By: John King

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Joshua Sasso

Joshua Sasso explained that the Police Department is adopting a new multi-screen, interactive training system that lets instructors escalate or de-escalate scenarios and allows officers to practice with their actual weapons and realistic nighttime conditions.

Mayor Marciano commented he is in support of this item.

Council Pro Tem Musleh asked how this differs from the training he went through a couple of years earlier. Police Chief Balken clarified that this system replaces the old, outdated VR headset setup. He noted the new system uses live-action scenarios, far more realism, and better supports de-escalation training.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Barry Mansfield

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Gary Crews

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Gary Crews

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Jay A. Musleh

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: Barry Mansfield

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: James P. Hilty Sr

SECONDER: Kristen M. Dreyer

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Sean Lanier

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Kristen M. Dreyer

SECONDER: Jay A. Musleh

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Janice Mitchell

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Kristen M. Dreyer

SECONDER: Barry Mansfield

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

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

Presentation By: Darren Park

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: James P. Hilty Sr

AYE: Musleh, Dreyer, Hilty Sr, Mansfield, and Bethea Sr

11. Internal Auditor's Report

12. City Manager's Report

- **2026/2027 Strategic Planning Session Draft Executive Summary**

13. Ocala Police Department Report

Chief Balken reported that officers continue to handle substantial mental-health and substance-abuse-related calls, noting 382 Baker Act and Marchman Act cases in the first five months of the year-a 14 percent increase and on track to match last year's totals. Over the past

two-week period, the department responded to about 7,200 incidents, with 65 percent being proactive efforts; 310 were criminal cases resulting in 248 arrests. Officers conducted 937 traffic stops and investigated 141 crashes, a slight decrease. Detectives made several significant arrests, including a suspect attempting to meet a minor and another with multiple warrants, an altered firearm, and drugs. Several major cases also concluded in court, with three individuals receiving a combined 25 years for charges including DUI manslaughter and drug trafficking. Additionally, a joint traffic operation with the sheriff's office produced over 100 stops, four citations, and 11 arrests.

14. Ocala Fire Rescue Department Report

Chief Welborn reported that during the two-week period, the department responded to 998 calls, bringing the yearly total to 12,400. Rescue 1 handled the most calls at 171, and Engine 4 led on the engine side. Crews responded to 83 motor vehicle accidents and a total of 149 across the city, along with two structure fires and 22 community paramedic or court-related calls. He also highlighted the hiring of two new firefighter-EMTs and noted that on June 27th, personnel will join Marion County first responders for a PTSD Awareness Walk at the McPherson Complex.

15. City Attorney's Report

16. Public Comments

Ellie Burrage 1315 SE Silver Springs Place Apt 12. discuss the American system of economics as advocated by Promethean Action and make it relevant to City business

Ellie Burrage, 1315 SE Silver Springs Place, Apt. 12, spoke about Promethian Action and restoring the American economic system

Ellie Burrage discussed Promethean Action, a political movement advocating a return to Alexander Hamilton's "American System" of economics, emphasizing domestic manufacturing, infrastructure investment, and government-industry partnership. She argued that the decline of U.S. manufacturing stems from abandoning this model and encouraged local leaders to strengthen Ocala's infrastructure, support key industries, expand workforce training, and prioritize economic development. She closed by urging officials and citizens to learn more about the movement through its online videos and thanked the council for their service.

17. Informational Items and Calendaring Items

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

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

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

CFO Janice Mitchell explained that, due to ongoing union negotiations, the city will move forward this year with only the fire assessment tax roll update rather than a full study, which will be completed next year. She outlined the legally required September public hearing schedule and recommended holding a special meeting on Wednesday, September 9 at 5 p.m. to serve as both the fire assessment hearing and the first budget hearing. Council agreed to this preferred date.

17c. Fully Executed Contracts Under $50,000

18. Comments by Mayor

- **New turn lane at 7th and 32nd**

- **Acknowledgement of Marion County Sheriff Department's execution of a child predator sting**

Mayor Marciano praised recent law-enforcement efforts, highlighting a major sheriff's sting that caught 50 child predators and noting the city's own full-time focus that has resulted in 49 arrests since January. He stressed the importance of internet safety, urged parents to monitor their children's device use, and emphasized that the community is committed to removing these offenders from the streets.

19. Comments by City Council Members

- **Council Member Dreyer discussed her concerns about potential data centers in Ocala**

Council Member Dreyer asked staff to determine whether data centers are an allowable use under the city's comprehensive plan, identify where they could go, and explore the

possibility of a moratorium to avoid being caught off guard. City Manager Lee responded that staff will prepare a survey of how other jurisdictions are handling data centers and provide an outline of possible approaches.

20. Adjournment

5:15PM

Ire J. Bethea Sr.	Angel B. Jacobs
Council President	City Clerk

File #: ORD-2026-21 Agenda Item #: 8a.

Submitted By: Todd Swanson

Presentation By: Janice Mitchell

Department: Finance

FORMAL TITLE:
Ordinance 2026-21 amending Chapter 43, Article V, Code of Ordinances, City of Ocala, Florida (Police Officers' Retirement System), to conform to the 2025-2028 Collective Bargaining Agreement Between the City of Ocala and the Fraternal Order of Police

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OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala and the Florida State Fraternal Order of Police Lodge #129 successfully negotiated and executed a Collective Bargaining Agreement effective October 1, 2025, through September 30, 2028. As part of those negotiations, the parties agreed to several modifications to the Police Officers' Retirement System.
The negotiated pension changes were implemented administratively beginning October 1, 2025, consistent with the terms of the Collective Bargaining Agreement. However, several provisions require amendments to Chapter 43, Article V of the City Code to incorporate the agreed-upon changes into the governing ordinance formally.
The proposed ordinance amends the Police Officers' Retirement System to:

- Increase employee pension contributions from 8 percent to 9 percent of salary.
- Establish a 5 percent contribution requirement for members entering the Deferred Retirement Option Plan (DROP) on or after October 1, 2025.
- Create a cost-of-living adjustment (COLA) fund for eligible future retirees.
- Revise the allocation of Chapter 185 premium tax revenues.
- Modify supplemental benefit provisions.
- Establish revised DROP interest crediting provisions for members entering DROP on or after October 1, 2025.

• Provide transitional provisions for current members and retirees.

These amendments are intended to codify the pension provisions negotiated through collective bargaining and align the City Code with current retirement plan administration.

FINDINGS AND CONCLUSIONS:

The proposed ordinance brings Chapter 43, Article V of the City Code into conformity with the pension provisions negotiated and agreed upon in the current Collective Bargaining Agreement between the City and the Fraternal Order of Police.

Approval of the ordinance will formally codify the retirement benefit structure currently being administered and ensure consistency between the Collective Bargaining Agreement, retirement plan documents, and City Code. Staff recommends approval.

FISCAL IMPACT:

The fiscal impacts associated with these pension modifications were evaluated and incorporated during collective bargaining negotiations and actuarial review of the Police Officers' Retirement System.

The ordinance includes increases in employee contributions, revised Chapter 185 revenue allocations, the creation of a COLA fund, and modifications to DROP provisions. These changes are intended to support the long-term sustainability of the retirement system while providing future retirement benefits consistent with the negotiated agreement.

No additional budget amendment is required.

PROCUREMENT REVIEW:

N/A

LEGAL REVIEW:

This ordinance has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

ORDINANCE 2026-21

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA AMENDING AND REVISING CHAPTER 43, ARTICLE V, *CODE OF ORDINANCES, CITY OF OCALA, FLORIDA*, (POLICE OFFICERS' RETIREMENT SYSTEM), TO CONFORM TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OCALA, FLORIDA AND THE FRATERNAL ORDER OF POLICE; AMENDING MEMBER CONTRIBUTION RATES; PROVIDING FOR DROP CONTRIBUTIONS; ESTABLISHING A COST OF LIVING ADJUSTMENT FUND; REVISING CHAPTER 185 REVENUE ALLOCATION; LIMITING SUPPLEMENTAIL BENEFITS; AMENDING DROP INTEREST PROVISIONS; PROVIDING TRANSITIONAL PROVISIONS; 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, the City of Ocala, Florida, in accordance with its *Charter*, the *Code of Ordinances, City of Ocala, Florida* and Florida law, operates a paid, professional law enforcement agency called the Ocala Police Department; and

WHEREAS, the Florida State Fraternal Order of Police Lodge #129 (hereinafter referred to as "FOP, Lodge #129") provides representation and collective bargaining services to the men and women who serve the City of Ocala, Florida and its citizens as employees of the Ocala Police Department; and

WHEREAS, for many years, the City of Ocala, Florida and FOP, Lodge #129 have had a collective bargaining agreement which formally outlined the details of their relationship vis-à-vis the employment of police officers by the City of Ocala, Florida; and

WHEREAS, in or about mid-to late 2025, through a series of cooperative negotiations, the City of Ocala, Florida and the FOP, Lodge #129 agreed upon updated terms and conditions for their relationship which were reduced to writing and which became the *Collective Bargaining Agreement between the City of Ocala and Florida State Fraternal Order of Police Lodge #129 (October 1, 2025 through September 30, 2028)* (hereinafter referred to as the "CBA"); and

WHEREAS, included in the CBA were changes to the policies and procedures utilized by the City of Ocala, Florida for the operation and management of its police department; and

WHEREAS, it was the intent of both the City of Ocala, Florida and FOP, Lodge #129 that the aforementioned updates to their collective bargaining agreement be effective at the outset of the next fiscal year, October 1, 2025; and

WHEREAS, the City of Ocala, Florida implemented the aforementioned updates to the collective bargaining agreement effective on October 1, 2025; and

WHEREAS, the City Council of the City of Ocala, Florida now desires to amend Chapter 43, Article V, *Code of Ordinances, City of Ocala, Florida*, so as to bring said code provision into compliance with aforementioned updates which have been in effect since October 1, 2025, as agreed upon by the City of Ocala and the FOP, Lodge #129 in the CBA; and

WHEREAS, the City Council of the City of Ocala, Florida finds and determines that this ordinance and the amendment to Chapter 43, Article V, *Code of Ordinances, City of Ocala, Florida*, contained herein, is intended to and does protect 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 amendment to Chapter 43, Article V, *Code of Ordinances, City of Ocala, Florida*, contained herein is 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 Chapter 43, Article V, *Code of Ordinances, City of Ocala, Florida*, so as to bring said code provision into conformity with the changes agreed to by the City of Ocala, Florida and the Florida State Fraternal Order of Police Lodge #129 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 Chapter 43, Article V, *Code of Ordinances, City of Ocala, Florida*.

A. Section 43-115(a)(1), *Code of Ordinances, City of Ocala, Florida*, is hereby amended by replacement in its entirety with the following:

Each member of the system shall be required to make regular contributions to the fund in the amount of eight nine percent (9%) of his salary.

B. Section 43-115(a)(3), *Code of Ordinances, City of Ocala, Florida*, is hereby created and shall state as follows:

(3) *DROP Member Contributions.* Each member entering the Deferred Retirement Option Plan (DROP) on or after October 1, 2025, shall contribute five percent (5%) of salary to the Plan for the purpose of funding the COLA Fund established herein.

C. A new Section 43-115(e), *Code of Ordinances, City of Ocala, Florida*, is hereby created and shall state as follows:

(e) *Chapter 185 Allocation.* Beginning with Chapter 185 premium tax revenues received in calendar year 2026, the first Three Hundred Thousand Dollars ($300,000.00) received annually shall be applied to reduce the City's required contribution to the Plan. Fifty percent (50%) of Chapter 185 revenues received in excess of $300,000.00 shall be applied to the COLA Fund and fifty percent (50%) shall be applied to offset the City's required contribution.

D. Section 43-116(f), *Code of Ordinances, City of Ocala, Florida*, is hereby deleted in its entirety.

E. Section 43-116(g), *Code of Ordinances, City of Ocala, Florida*, is hereby amended by replacement in its entirety with the following:

(g) Limitation on Supplemental Benefits. Effective November 1, 2015, and consistent with collective bargaining agreements in effect thereafter, no supplemental benefit shall accrue for service performed after November 1, 2015, except as expressly provided in this Article. Nothing herein shall be construed to impair benefits vested prior to that date.

F. Section 43-116(h), *Code of Ordinances, City of Ocala, Florida*, is hereby deleted in its entirety.

G. A new Section 43-140, *Code of Ordinances, City of Ocala, Florida*, is hereby created and shall state as follows:

43-140. Cost of Living Adjustment (COLA) Fund.

(a) Establishment. Effective October 1, 2025, a Cost-of-Living Adjustment (COLA) Fund is established to provide a lifetime COLA benefit to eligible retirees.

(b) Funding Sources. The COLA Fund shall be funded by:

(1) Fifty percent (50%) of Chapter 185 revenues in excess of $300,000.00 beginning in calendar year 2026;

(2) Member contributions in excess of eight percent (8%) of salary;

(3) Five percent (5%) contributions made by DROP members; and

(4) Net investment return attributable to the Fund.

(c) Eligibility.

(1) COLA benefits shall be payable only to members who retire or separate from service on or after October 1, 2025;

(2) COLA benefits shall be payable only for the lifetime of the retiree;

(3) COLA benefits shall not be payable to survivors.

(d) Service Credit Calculation.

(1) A full year shall mean twelve (12) completed months;

(2) A month shall be deemed complete if the member is in service more than fifteen (15) days in a calendar month;

(3) In-line-of-duty deaths and in-line-of-duty disabilities shall be treated as having at least twenty-five (25) years of credited service for COLA purposes;

(4) Deferred vested members shall begin receiving COLA benefits at their early or normal retirement date, when benefits commence.

(e) Asset-Based Distribution. COLA benefits shall be payable only to the extent sufficient assets exist in the COLA Fund and no COLA benefit is guaranteed.

H. A new Section 43-141, *Code of Ordinances, City of Ocala, Florida*, is hereby created and shall state as follows:

43-141. DROP Interest Provisions.

(a) Members entering DROP on or after October 1, 2025, shall earn interest on their DROP balances at a rate equal to the market rate of return on pension fund investments for the preceding plan year, net of investment-related expenses, with a minimum of one percent (1%) and a maximum of three percent (3%).

(b) Members entering DROP prior to October 1, 2025, shall continue to receive interest in accordance with the provisions in effect at the time of entry.

Section 4. Direction to Staff.

The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 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 July 2026.

CITY OF OCALA, FLORIDA

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2026-21
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.

File #: RES-2026-42 Agenda Item #: 9a.

Submitted By: Michelle Taylor

Presentation By: Endira Madraveren

Department: Growth Management

FORMAL TITLE:
Resolution 2026-42 for the downtown event zone to allow alcoholic beverage sales (beer, wine, and liquor) as part of the Christmas-in-July event on July 25, 2026 (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Southern Vine on Broadway, LLC, doing business as (DBA) Black Sheep on Broadway, has applied for a downtown event zone permit for on-premise licensed vendors located along SW Broadway Street between SW First Avenue and SW Second Avenue to be allowed to sell beer, wine, and liquor as part of the event from 2 to 8 p.m. The Christmas-in-July event will occur in the downtown event zone on Saturday, July 25, 2026. The following vendors will be participating:

- Black Sheep on Broadway
- District Bar & Kitchen

The following vendors will not be participating or are located outside of the downtown event zone:

- Sipping Grounds
- Symmetry Coffee Co.
- Say Taco
- Katya Vineyards
- Bank Street Patio Bar & Grille
- Big Hammock Brewery & Bites
- Brick City Southern Kitchen & Whisky Bar
- Harry's Seafood Bar & Grille
- Hilton Garden Inn Ocala Downtown

- Sushi Bistro of Ocala
- The Tipsy Skipper Ocala
- Mutiny Bar Ocala
- Ivy on the Square
- Marion Theater
- Agapanthus
- Baron's Creek Vineyards
- The Lodge Ocala
- O'Malley's Alley
- Downtown Billiards
- Cantina Tex Mex Tequila Bar
- Mark's Prime Steakhouse
- Marion Cultural Alliance at Brick City Center for the Arts
- Mellow Mushroom Ocala
- La Terrazza at 18 South

Southern Vine on Broadway, LLC, has provided a certificate of liability insuring the City of Ocala. The organization hosting the event is working with the Ocala Police Department and other City departments on the event layout, including street closures and any additional state licensing or permit requirements.

FINDINGS AND CONCLUSIONS:
Section 6-9 of the City's Code of Ordinances provides an exception to allow for possession and consumption of alcoholic beverages on streets, sidewalks, and public parking facilities, inside the downtown event zone during the event times. This shall include only alcohol sales by on-premises licensed vendors within the downtown event zone. *Section 6-9* states that such special events must be recognized and approved by a resolution approved by the City Council at a public hearing.

This proposed Christmas-in-July Downtown Event Zone would be the first event of 2026. Section 6-9(c)(4) provides for up to 12 annual permitted downtown events.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

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

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

RESOLUTION 2026-42

A RESOLUTION OF THE CITY OF OCALA, FLORIDA, PROVIDING FOR APPROVAL BY THE OCALA CITY COUNCIL FOR THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES (BEER, WINE, AND LIQUOR) FOR A DOWNTOWN EVENT ZONE SPECIAL EVENT (CHRISTMAS IN JULY) ON SATURDAY, JULY 25, 2026. HELD IN DOWNTOWN OCALA

WHEREAS, Section 6-9 of the Code of Ordinances, City of Ocala, Florida, provides an exception to allow for the possession and consumption of alcoholic beverages on streets, sidewalks, and public parking facilities for special events in the downtown event zone; and

WHEREAS, Section 6-9 states that such special events must be recognized and approved by resolution of the City Council at a public hearing; and

WHEREAS, the Christmas in July event will take place in the approved downtown event zone on Saturday, July 26, 2026, closing SW Broadway St between SW 1st Ave and SW 2nd; and

WHEREAS, Southern Vine on Broadway, LLC, doing business as (DBA) Black Sheep on Broadway has provided a list, shown below, of all licensed vendors within the event zone who will be participating and who will not be participating; and

WHEREAS, Southern Vine on Broadway, LLC, DBA Black Sheep on Broadway, has provided a description of the types and colors of open containers used during this special event. They will provide clear disposable cups with a "Christmas in July" sticker featuring a palm tree and sunset; and

WHEREAS, the Southern Vine on Broadway, LLC, DBA Black Sheep on Broadway, is the first event in 2026, of 12 annual permitted downtown events allowed by Section 6-9(c)(4); and

WHEREAS, the Ocala Police Department has reviewed this request for alcoholic beverages and has determined that four officers will be on-site to provide security throughout the event.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

This resolution adopted this _____ day of _____, 2026.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved as to form and legality:

By: _____
William E. Sexton

City Attorney

GROWTH MANAGEMENT DEPARTMENT
DEVELOPMENT SERVICES
201 SE 3rd Street, Second Floor, Ocala, FL 34471
Phone: (352) 629-8487
licensing@ocalafl.gov | www.ocalafl.gov

ALCOHOLIC BEVERAGE LOCATION PERMIT APPLICATION
SPECIAL EVENT

Profit - ($200)
Nonprofit – ($50) [Need 501-3C #]

1. Name of Applicant(s): Southern Vine on Broadway LLC DBA The Black Sheep on Broadway
(Must be identical to applicant name provided on the State of Florida Alcohol Beverage License application made by the applicant pursuant to Florida Statute, §561.17. Any variation will automatically void any issued location permit.)

Address of Applicant(s): 128 SW Broadway St.

City Ocala State FL Zip Code 34471 Phone # 352 812 3811

Fax # _____ Email address blacksheeponbroadway@yahoo.com

2. Form of Applicant Business: (Check one)
- ☐ Florida corporation
- ☐ Foreign corporation
- ☐ Partnership
- ☑ LLC
- ☐ Sole Proprietorship
- ☐ Other: _____
- ☐ (Specify type and State of organization) _____

3. Partners: (Names of all partners in partnership and percentage financial interest of each Partner) [Attach additional pages if necessary]

Meigan Sardinia 25%
Amy Cannatella 25%
Anthony Sardinia 50%

Permit No. _____

4. Corporate Officers: (Names of all corporate officers and shareholders and percentage financial interest of each shareholder of the outstanding corporate stock if a Florida or Foreign Corporation or LLC) {Shareholder information not required for publicly traded corporations} [Attach additional pages if necessary]

5. Name of Event: Christmas in July

6. a. Address of Event: 128 SW Broadway Street (Broadway St)

City Ocala State FL Zip Code 34471

b. Parcel account number(s) [from tax roll]: 20200246 / 2853 035 002 (Parent Parcel)

c. Section 17 Township 15 Range 22 Size of Property _____

d. Legal Description: (Please attach)

NOTE: It shall be the applicant's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided.

7. Business mailing address: 128 SW Broadway Street

City Ocala State FL Zip Code 34471 Phone # 352 812 3911

Fax # _____ Email address _____

8. Dates of Event: 7/25/26

Permit No. _____

9. Hours of Event: 2PM - 8PM

10. Permit use description:
- ☐ on premises consumption/bar
- ☐ on premises consumption/restaurant
- ☐ on premises consumption/outside enclosed building
- ☐ off premises consumption
- ☒ on and off premises consumption

11. State License Type (specify): _____

12. Property Owner: Mark DeBolt

Property owner's address: 46 SW 1st Ave

City Ocala State FL Zip Code 34471 Phone # 3526901888

Fax # _____ Email address _____

13. The following items are required to complete this application, prior to advertisement (required for a public hearing in order to issue a location permit for profit special events):

a. If applicant is not the property owner, attach written consent from owner for the event; also, if owner's name does not appear on the Marion County tax rolls, please attach a copy of the deed showing owner's title.

b. Applicant of the Special Event signature notarized; also signature of agent, if applicable.

c. The appropriate fee in cash, Visa, MasterCard or check (Payable to the City of Ocala).

d. Must provide to the Growth Management Department a copy of the vendor's state issued Alcoholic beverage license 1, 2, 3 day event within a period of 15 days of alcohol permit approval or the alcohol permit will be automatically voided and of no legal effect.

e. A sketch or a drawing will need to be submitted that reflects the:
- Ingress/Egress to the building
- The number of parking spaces
- The building square foot
- The location of each table, tent or fenced area

f. Additional information required:
- How many stools/seats will be provided for the special event? 50
- What is the square footage of the area of event? 11,250 Sq Ft
- How many employees will you have for the event? 40
- How many parking spaces are there? Ø

Permit No. _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) **IS MANDATORY**

I, _____, being first duly sworn, affirm and say that I understand that my request will not be considered unless all the information required by this application is submitted. I further certify that all statements made in this application are true to the best of my knowledge and that any incorrect information will void the location permit, if issued.

Applicant, Business or Agent's Signature

128 SW Broadway St.
Address (Street)

Meigan Sardinia
Printed Name

Ocala, FL 34471
City, State, Zip Code

State of FLORIDA

County of MARION

The foregoing instrument was acknowledged before me this 12TH day of JUNE, 2026

by MEIGAN SARDINIA, who is personally known to me or has produced

PERSONALLY KNOWN as identification and who did / did not take an oath.

NOTARY PUBLIC

Commission No.: HH-586597

Commission Expires: 8/25/28

NOTARY PUBLIC STATE OF FLORIDA

RYAN D. JOHNSTON
Commission # HH 586597
Expires August 25, 2028

Permit No. _____

INFORMATION REGARDING ALCOHOLIC BEVERAGE LOCATION PERMITS

When applying for a permit an applicant may seek more than one type of location permit for the same location, as described in the application form.

A location permit granted by the City maybe granted to an individual, group of individuals or any legal entity recognized by the State of Florida, but any such permit granted shall not be transferable to another party or to a location other than that described in the original application.

It is unlawful for anyone to sell alcoholic beverages within five (500) hundred feet of a church, school, or daycare facility.

Applicants requesting on-premise consumption outside an enclosed building shall submit an application for a public hearing. A site plan must be submitted with the application and shall be reviewed by the building, planning and fire departments. The notice for the public hearing shall conform to the requirements as indicated in Section 3-25, paragraph (c). At the public hearing, the city council shall consider this request as a separate issue and shall be guided by the criteria listed below:

(1) The size and location of the portion of property to be used for outside consumption;
(2) Ingress/egress to the outside area;
(3) The proximity of the outside area to schools, churches, public recreation areas, public buildings, and areas of public assembly, taking into consideration noise and light intrusion;
(4) The proximity of the outside area to established residential areas, taking into consideration noise and light intrusion;
(5) The proximity of the establishment to other establishments operating outside consumption;
(6) Hours of operation; and
(7) Screening and buffering.

Excessive or disturbing noise is a violation of Section 34-171 of the City's Code of Ordinances. The Ocala Police Department may terminate any event which is considered to be in violation of this code. A fine of $180 may be imposed for contravention of the noise regulation.

_____
Signature

Outlook

Black sheep 1 copy

From meigan sardinia <blacksheeponbroadway@yahoo.com>
Date Fri 6/12/2026 1:41 PM
To PIP <pip@pipocala.com>

June 12, 2026

To Whom It May Concern,

The Marion County Literacy Council is pleased to acknowledge that we are the designated beneficiary of the Christmas in July Block Party scheduled for July 25, 2026, in downtown Ocala.

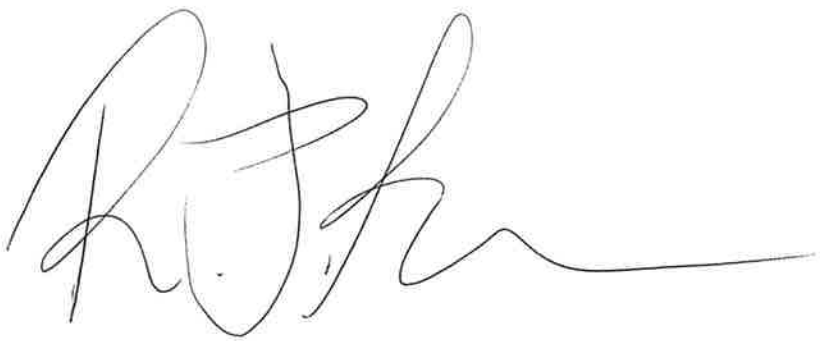
We are aware of and fully support this event and appreciate the efforts of the organizers to raise awareness and funds on behalf of the Marion County Literacy Council. We understand that a portion of the event proceeds will benefit our organization and help support our mission of providing literacy services and educational opportunities throughout Marion County.

We are grateful for the community partnership involved in making this event possible and look forward to its success.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

Robert Jenkins
Board President
Marion County Literacy Council



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2026

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	CONTACT NAME: Kimberly Cobb	
Moore Resources Insurance Agency 4563 Central Avenue St. Petersburg, FL 33713	PHONE (A/C, No, Ext): 727-323-0206	FAX (A/C, No): 727-323-0603
	E-MAIL ADDRESS: kimberlyc@dmins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Trisura Specialty Insurance Company	
INSURED Southern Vine on Broadway LLC DBA: Black Sheep on Broadway 128 SW Broadway St Ocala, FL 34471-1139	INSURER B : Technology Insurance Company, Inc.	42376
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 80255536-260319111100** **REVISION NUMBER: 3**

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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	Y		OSU1012031-00	11/07/2025	11/07/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TWC4740560	02/24/2026	02/24/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						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
A	Liquor liability	Y		OSU1012031-00	11/07/2025	11/07/2026	Liability	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Ocala
110 S E Watula Ave. 3rd Floor
Ocala, FL 34471

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

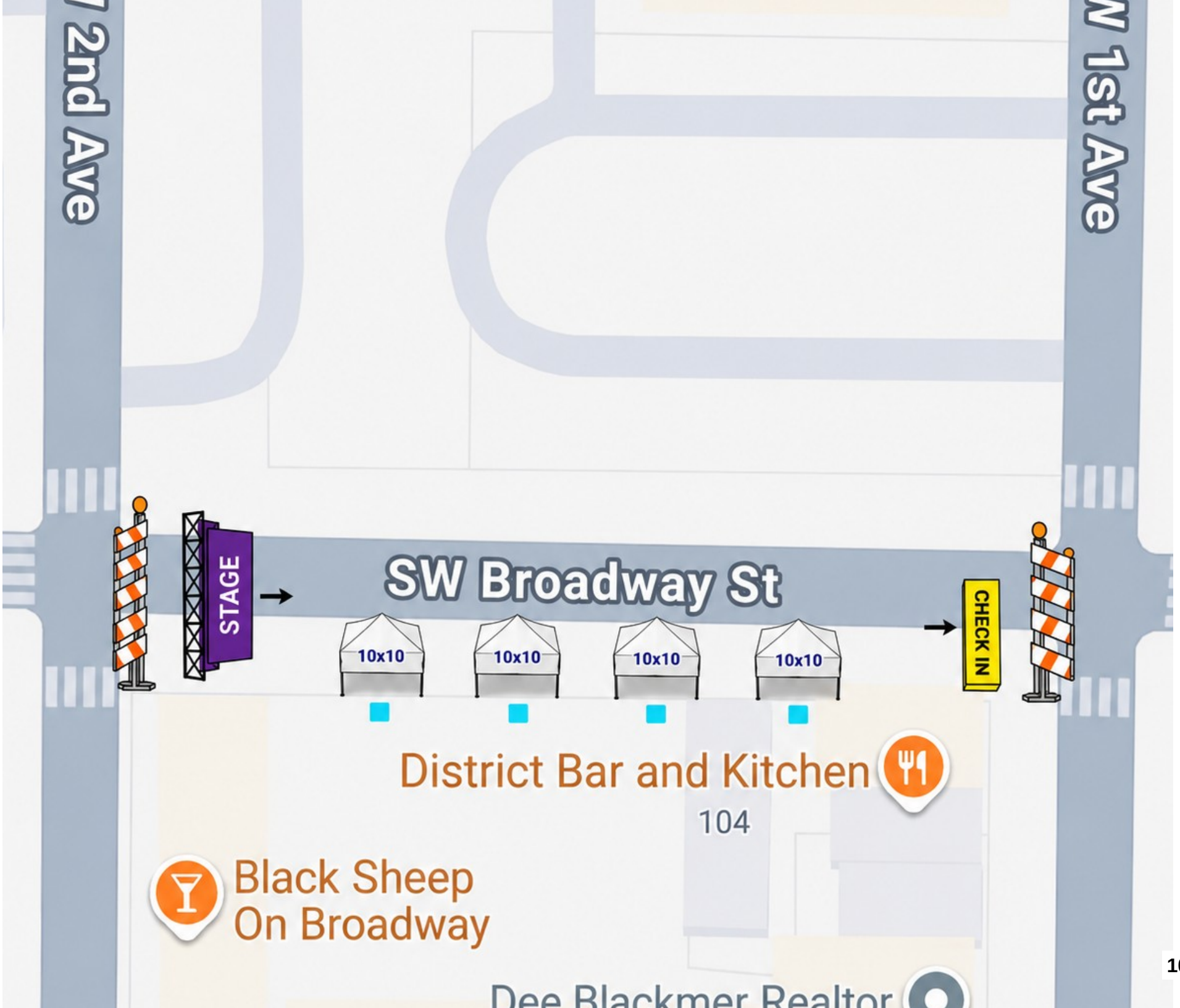


(KAC)

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Christmas
in July


SW 2nd Ave
SW 1st Ave
STAGE
SW Broadway St
10x10
10x10
10x10
10x10
CHECK IN
District Bar and Kitchen
104
Black Sheep
On Broadway
Dee Blackmer Realtor

Ocala Broadway Partners

RE: Letter of Permission for Use of Valet Parking Area
Friday, June 12, 2026

To Whom It May Concern,

I, Don Gulling, owner/authorized representative of the property located adjacent to Broadway in Downtown Ocala (116 to 122 SW Broadway), hereby grant permission for the use of the valet parking area associated with my property for the Christmas in July Block Party scheduled for Saturday, July 25, 2026.

I understand that this event will require the temporary closure of a portion of Broadway and that the valet parking area may be utilized as part of the event operations, pedestrian flow, staging, or related activities as approved by the City of Ocala.

I have no objection to the temporary road closure or the use of my parking spaces for this event and support its operation as presented by the event organizers.

If additional information is needed, I can be contacted directly.

Sincerely,



Donald Gulling, Manager
dgulling@verteks.com
352-209-8477

File #: RES-2026-43 Agenda Item #: 9b.

Submitted By: Endira Madraveren

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Resolution 2026-43 to abrogate portions of public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida, approximately 7.21 acres. (Case ABR25-0008) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner/ Property Owner: Lake Louise, LLC
- Agent: John Rudnianyn

Key Points:
The applicant is requesting to abrogate portions of public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida.

50-foot rights-of-way requesting abrogation include portions of:

- SW First Avenue (Idlewood Drive)
- SW Second Court (Shoreland Drive)
- SW 30th Street (St. Jude Terrace)
- Lakewood Drive
- Parcel 3
- St. Mary's Place
- SW 25th Lane (Sunset Boulevard)

Rights-of-way with varying widths include portions of:

- SW 26th Street (Sunset Boulevard)

Rights-of-way are described in greater detail in Exhibits A and B.

Zoning and Land Use Details:
Lake Louise Estates, Lake Louise Manor, and the First Addition Plats were originally platted for the development of single-family residential as well as public rights-of-way to service these homes. The single-family residential and public rights-of-way remain mostly undeveloped. Moving forward, the property owner must vacate plats and easements if future development differs from the current plat and right-of-way configuration.

In 2022, 88.73 acres were annexed into the City to provide municipal services to the property. Low-Intensity future land use and a Future Land Use Policy (FLUP) were adopted in May 2022. The FLUP governs density, buffers, access, and traffic, and mandates zoning for Planned Development (PD). The FLUP requires a maximum density of 1,146 dwelling units; any proposed business uses would require a density reduction. Also in 2022, a PD was approved, which is consistent with the future land use and FLUP.

Planning and Commission
The proposed abrogation was presented to the Planning and Zoning Commission on June 8, 2026. There were no public comments; however, one letter of objection (see attached agenda item) was presented to the Commission for their review. The Planning and Zoning Commission voted five to zero to recommend approval to the City Council.

FINDINGS AND CONCLUSIONS:

- There were no concerns or objections raised by City staff or any utility provider.
- The request is to abrogate portions of public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida.
- One objection letter was received (see attached agenda item).

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The resolution is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.
- Deny
- Table

RESOLUTION 2026-43

A RESOLUTION FOR THE ABROGATION AND VACATION OF PORTIONS OF PUBLIC RIGHTS-OF-WAY APPEARING ON THE LAKE LOUISE ESTATES PLAT, PLAT BOOK F, PAGE 114, AND LAKE LOUISE MANOR PLAT, PLAT BOOK G, PAGE 58-61, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

WHEREAS, application has heretofore been made by LAKE LOUISE, LLC, a Florida limited liability company ("Applicant") has heretofore made an application for the abrogation of portions of rights- of- way (the "Abrogated Right-of-way") in Ocala, Marion County, Florida, as hereinafter more particularly described; and

WHEREAS, the City of Ocala is the owner of the right-of-way described above; and

WHEREAS, the applicant is seeking to abrogate the rights-of-way to allow for the development of their project; and

WHEREAS, the proposed abrogation was submitted to all appropriate utilities for consideration and no comments or objections were raised.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

1. Portions of public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida. being more particularly described as follows:

   S.W. 6TH AVENUE (MEMORY LANE) & S.W. 28TH STREET (SUNRISE DRIVE):

   THAT PORTION OF S.W. 6TH AVENUE AND S.W. 28TH STREET (PUBLIC RIGHTS-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS MEMORY LANE AND SUNRISE DRIVE, RESPECTIVELY, AND AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, AT PAGE 114, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA) AND LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

   PARCEL 1:

   PORTIONS OF LOTS 13 AND 14, BLOCK C, AND LOTS 1, 2, 3, 8, 9, 10, 11 AND 12, BLOCK D, AND A PORTION OF MEMORY LANE AND SUNRISE DRIVE (PUBLIC RIGHTS-OF-WAY 50 FEET WIDE), ALL OF LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   COMMENCE AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7, S.89°36'30"E., A DISTANCE OF 200.35 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 7, ALONG THE WEST BOUNDARY OF LOTS 8 AND 9, BLOCK D OF SAID LAKE LOUISE ESTATES, N.00°16'28"E., 524.90 FEET TO THE S.E. OF LOT 3, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE

DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LOT 3, N.89° 35'33"W., A DISTANCE OF 200.13 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 7TH AVENUE, ALSO KNOWN AS LEMON AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 3, ALONG SAID EAST RIGHT OF WAY LINE, N.00°20'22"E., A DISTANCE OF 585.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°01'09" AND A CHORD BEARING AND DISTANCE OF N.45°28'07"E., 70.10 FEET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 77.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 26TH STREET, ALSO KNOWN AS SUNSET BOULEVARD, BEING A RIGHT OF WAY WIDTH THAT VARIES; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°50'59"E., A DISTANCE OF 299.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°18'28" AND A CHORD BEARING AND DISTANCE OF S.44°54'51"E., 70.90 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 78.81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 6TH AVENUE, ALSO KNOWN AS MEMORY LANE, BEING A FIFTY FOOT RIGHT OF WAY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG SAID WEST RIGHT OF WAY LINE, S.00°18'25"W., A DISTANCE OF 926.72 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, S.77°28'22"E., A DISTANCE OF 86.21 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 28TH STREET, ALSO KNOWN AS SUNRISE DRIVE, BEING A FIFTY FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE N.E. CORNER OF AFOREMENTIONED LOT 13, BLOCK C; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID LOT 13, BLOCK C, S.37°17'29"E., A DISTANCE OF 200.37 FEET TO THE S.E. CORNER OF SAID LOT 13, BLOCK C; SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 00°44'59" AND A CHORD BEARING AND DISTANCE OF S.52°03'52"W., 12.43 FEET; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID SOUTH BOUNDARY, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE,, A DISTANCE OF 12.43 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.89°36'30"W., A DISTANCE OF 396.54 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 8.80 ACRES, MORE OR LESS.

S.W. 26TH STREET (SUNSET BOULEVARD); S.W. 28TH STREET (SUNRISE DRIVE); ST. MARY'S PLACE, AND LAKEWOOD DRIVE, AND SIESTA DRIVE:

THAT PORTION OF S.W. 26TH STREET (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH BETWEEN 50 FEET AND 80 FEET, FORMERLY KNOWN AS SUNSET BOULEVARD); THAT PORTION OF S.W. 28TH STREET (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS SUNRISE DRIVE); THAT PORTION OF ST. MARY'S PLACE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE); THAT PORTION OF LAKEWOOD DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND THAT PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FET WIDE), ALL AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, AT PAGE 114, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND LYING WITHIN PARCEL 3 AS DESCRIBED FURTHER BELOW, LESS AND EXCEPT ANY PORTION THEREOF THAT LIES WITHIN THE PORTION PREVIOUSLY VACATED BY VIRTUE OF RESOLUTION 2022-54, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 7894, AT PAGE 1627, OF SAID PUBLIC RECORDS:

S.W. 25TH LANE (SUNSET BOULEVARD) AND SIESTA DRIVE:

THAT PORTION OF S.W. 25TH LANE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS SUNSET BOULEVARD), AND THAT PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, AT PAGE 58, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND LYING WITHIN PARCEL 3 AS DESCRIBED FURTHER BELOW, LESS AND EXCEPT ANY PORTION THEREOF THAT LIES WITHIN THE PORTION PREVIOUSLY VACATED BY VIRTUE OF RESOLUTION 2022-54, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 7894, AT PAGE 1627, OF SAID PUBLIC RECORDS:

S.W. 2ND COURT (SHORELAND DRIVE) AND S.W. 1ST AVENUE (IDLEWOOD DRIVE):

THAT PORTION OF S.W. 2ND COURT (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS SHORELAND DRIVE) AND THAT PORTION OF S.W. 1ST AVENUE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS IDLEWOOD DRIVE), ALL AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, AT PAGE 61, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND LYING WITHIN PARCEL 3 AS DESCRIBED FURTHER BELOW:

PARCEL 3:

A PORTION OF LOT 10, BLOCK A; PORTIONS OF LOTS 7 AND 8, BLOCK C; ALL OF LOTS 9 AND 10, BLOCK C; LOTS 1 THROUGH 9, BLOCK E; LOTS 1 THROUGH 9, BLOCK F; LOTS 7 THROUGH 14, BLOCK G; A PORTION OF SUNSET BOULEVARD (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH BETWEEN 50 FEET AND 80 FEET); A PORTION OF SUNRISE DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE); A PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE); A PORTION OF ST. MARY'S PLACE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND A PORTION OF LAKEWOOD DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL OF LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 1 THROUGH 5, BLOCK A; LOTS 1 THROUGH 23, BLOCK B; PORTIONS OF LOTS 1 THROUGH 3 AND LOT 4, BLOCK C; A PORTION OF SUNSET BOULEVARD (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND A PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL OF LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 58, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 5 THROUGH 12, BLOCK C; LOTS 1 THROUGH 21, BLOCK D; A PORTION OF IDLEWOOD DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND A PORTION OF SHORELAND DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL OF FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 61, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND A PORTION OF THE NORTH 100 FEET OF LOT 4 AND A PORTION OF THE SOUTH 1/2 OF LOT 22 OF MCINTOSH SUBDIVISION OF WEST 1/2 OF THE SANCHEZ GRANT, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK E, PAGE 4 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND A PORTION OF PARCEL 5 "LAKE LOUISE" AS RECORDED IN OFFICIAL RECORDS BOOK 6643, PAGE 228 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUIS ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7 AND THE EXTENSION THEREOF, S.89°36'30"E., A DISTANCE OF 310.66 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 28TH STREET (SUNRISE DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 33° 44'24" AND A CHORD BEARING AND DISTANCE OF N.57°28'54"E., 667.46 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 677.20 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE N.E. CORNER OF LOT 11, BLOCK C OF SAID LAKE LOUISE ESTATES; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, N.14°05'58"W., A DISTANCE OF 85.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID S.W. 28TH STREET, SAID POINT ALSO BEING THE INTERSECTION OF A NON -TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 71°56'59" AND CHORD BEARING AND DISTANCE OF S.36°16'21"W., 58.74 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 62.79 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 15°18'20" AND A CHORD BEARING AND DISTANCE OF S.64°36'03"W., 319.61 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 320.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 123°20'37" AND A CHORD BEARING AND DISTANCE OF N.61° 22'49"W., 88.02 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 107.64 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 6TH AVENUE (MEMORY LANE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST RIGHT OF WAY LINE, N.00°17'48"E., A DISTANCE OF 1280.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 138°09'43" AND CHORD BEARING AND DISTANCE OF N.20°36'26"W., 70.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.43 FEET TO THE S.W. CORNER OF LOT 7, BLOCK G OF AFOREMENTIONED LAKE LOUISE ESTATES; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF SAID LOT 7, N.00°09'34"E., A DISTANCE OF 104.61 FEET TO THE N.W. CORNER OF SAID LOT 7; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7036, PAGE 828 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, N.00°09'34"E., A DISTANCE OF 98.99 FEET TO THE N.E. CORNER OF SAID LANDS, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF LOT 4 OF AFOREMENTIONED MCINTOSH SUBDIVISION; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF SAID LOT 4 AND THE NORTH BOUNDARY OF THE SOUTH 1/2 OF LOT 22 OF SAID MCINTOSH SUBDIVISION, S.89°35'16"E., A DISTANCE OF 535.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH BOUNDARIES, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: S.46° 43'10"E., A DISTANCE OF 526.19 FEET; THENCE S.47°15'02"E., A DISTANCE OF 36.70 FEET; THENCE S.42°13'07"W., A DISTANCE OF 5.00 FEET; THENCE S.52°00'38"E., A DISTANCE OF 292.29 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 3RD AVENUE (CENTRAL AVENUE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, ALONG THE WEST RIGHT OF WAY LINE OF SAID S.W. 3RD AVENUE, S.00°13'57"W., A DISTANCE OF 1470.26 FEET TO THE N.W. CORNER OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE

DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 29TH STREET ROAD, S.89°44'50"E., A DISTANCE OF 527.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 1ST COURT (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.84 FEET, A CENTRAL ANGLE OF 89°22'36" AND A CHORD BEARING AND DISTANCE OF S.45°03'04"E., 71.51 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 79.31 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.00°22'57"E., A DISTANCE OF 449.20 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.84 FEET, A CENTRAL ANGLE OF 89°21'50" AND A CHORD BEARING AND DISTANCE OF S.45°03'49"E., 141.82 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 157.28 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 31ST STREET (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°44'48"E., A DISTANCE OF 135.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 102°37'52" AND A CHORD BEARING AND DISTANCE OF S.38°25'43"E., 78.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.56 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.77°06'43"E., A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 1ST AVENUE (IDLEWOOD DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 292.00 FEET, A CENTRAL ANGLE OF 77°08'37' AND CHORD BEARING AND DISTANCE OF S.52° 00'51"W., 364.12 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 393.15 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°59'59"W., A DISTANCE OF 335.41 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 2ND COURT (SHORELAND DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG SAID WEST RIGHT OF WAY LINE, N.00°03'55"E., A DISTANCE OF 218.74 FEET TO THE N.E. CORNER OF LOT 13, BLOCK C OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY OF SAID LOT 13, N.89°30'15"W., A DISTANCE OF 156.33 FEET TO THE N.W. CORNER OF SAID LOT 13; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 13, ALONG THE WEST BOUNDARY OF BLOCK C OF SAID FIRST ADDITION TO LAKE LOUISE MANOR THE FOLLOWING TWO (2) COURSES: S.06° 27'54"W., A DISTANCE OF 100.59 FEET; THENCE S.16°57'44"W., A DISTANCE OF 104.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET PER "SE/SW 31ST STREET RIGHT OF WAY MAP" AS RECORDED IN RIGHT OF WAY MAP BOOK 1, PAGE 65 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF SAID BLOCK C, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°44'06"W., A DISTANCE OF 414.25 FEET TO THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8162, PAGE 798 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST BOUNDARY THE FOLLOWING FOUR (4) COURSES: N.12°35'46"W., A DISTANCE OF 271.73 FEET; THENCE N.19°02'32"E., A DISTANCE OF 91.14 FEET; THENCE N.28° 48'08"E., A DISTANCE OF 175.08 FEET; THENCE N.61°11'52"W., A DISTANCE OF 60.87 FEET TO THE S.E. CORNER OF LOT 10, BLOCK A OF AFOREMENTIONED LAKE LOUISE ESTATES, SAID POINT ALSO BEING A POINT ON THE NORTH BOUNDARY OF DRAINAGE RETENTION AREA NO. 5 AS DESCRIBED IN RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 4037, PAGE 1322 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG THE NORTH BOUNDARY OF SAID DRAINAGE RETENTION AREA NO. 5, N.58°06'36"W., A DISTANCE OF 239.74 FEET TO A POINT ON THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8164, PAGE 1048 OF THE PUBLIC RECORDS OF

MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EAST BOUNDARY THE FOLLOWING NINETEEN (19) COURSES: N.31°58'50"E., A DISTANCE OF 12.84 FEET; THENCE S.76°59'18"E., A DISTANCE OF 27.56 FEET; THENCE S.82°11'52"E, A DISTANCE OF 84.35 FEET; THENCE S.76°07'49"E., A DISTANCE OF 37.97 FEET; THENCE S.84°43'50"E., A DISTANCE OF 50.56 FEET; THENCE N.20°14'43"E., A DISTANCE OF 72.40 FEET; THENCE N.21°10'52"E., A DISTANCE OF 82.18 FEET; THENCE N.72°50'43"E., A DISTANCE OF 110.60 FEET; THENCE S.62°35'17"E., A DISTANCE OF 33.52 FEET; THENCE N.18°44'03"E., A DISTANCE OF 26.86 FEET; THENCE N.31° 39'00"W., A DISTANCE OF 58.12 FEET; THENCE N.16°22'51"W., A DISTANCE OF 34.97 FEET; THENCE N.10°20'51"W., A DISTANCE OF 15.09 FEET; THENCE N.03°02'30"W., A DISTANCE OF 57.19 FEET; THENCE N.89°46'03"W., A DISTANCE OF 108.42 FEET; THENCE S.75°20'00"W., A DISTANCE OF 13.08 FEET; THENCE N.27°16'40"W., A DISTANCE OF 293.29 FEET; THENCE N.83°42'24"W., A DISTANCE OF 126.02 FEET; THENCE N.27°16'40"W., A DISTANCE OF 11.13 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 10, BLOCK C OF THE AFOREMENTIONED LAKE LOUISE ESTATES, SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 07°35'13" AND CHORD BEARING AND DISTANCE OF S.77°59'31"W., 125.70 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTH BOUNDARY, A DISTANCE OF 125.79 FEET TO THE S.W. CORNER OF SAID LOT 10; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 10, ALONG THE WEST BOUNDARY OF SAID LOT 10, N.15°36'16"W, A DISTANCE OF 199.67 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 60.18 ACRES, MORE OR LESS.

S.W. 30TH STREET (ST. JUDE TERRACE):

THAT PORTION OF S.W. 30TH STREET (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS ST. JUDE TERRACE, AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, AT PAGE 61, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA) LYING BETWEEN BLOCKS E AND F AND LYING EAST OF THE EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SIESTA DRIVE AS SHOWN ON SAID PLAT.

2. The City of Ocala does hereby abrogate right-of-way located in Ocala, Marion County, Florida, as described and depicted on the attached Exhibit A.

3. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida. This Resolution dated and adopted this ___ day of ____ 2026.

CITY OF OCALA

By: _____

Ire J. Bethea Sr.
City Council President

Attest: _____

Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____

William Sexton
City Attorney

Staff Report

Case No. ABR25-0008
Planning & Zoning Commission: June 8, 2026
City Council (Adoption): July 7, 2026

Applicant/Property Owner:	Lake Louise, LLC
Agent:	John Rudnianyn
Project Planner:	Endira Madraveren, AICP
Applicant Request:	A request to abrogate portions public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida.
Zoning District:	PD, Planned Development
Future Land Use:	Low Intensity
Parcel Information	
Acres:	±7.21 acres
Location:	located between SW 3rd Avenue and SW 6th Avenue, generally north of SW 28th Street, but including the westerly extension of SW 29th Street (Siesta Drive), and south of the CSX Transportation Railroad right-of-way, located north of SW 32 Street and south of SW 29th Street.
Existing use:	Undeveloped
Special District(s)/Plan(s):	N/A
Overlay(s):	N/A

Figure 1. Aerial Location Map



Adjacent Property Information

Direction	Future Land Use	Zoning District	Current Use
North	Commerce District (County) High Residential (County)	M-1 (County) R-3 (County)	Railroad Multi-Family residential
East	Low Intensity (City) Medium Residential (County)	OP, Office Park (City) R-1 (County)	Undeveloped Single-family residential
South	Medium Residential (County) Public (County)	R-1 (County) R-1 (County)	Single-family residential DRA
West	Medium Residential (County) Public (County)	R-1 (County) A-1 (County)	Single-family residential Undeveloped

Applicant Request

The applicant is requesting to abrogate portions of public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida.

Background

The Lake Louise Estates (Plat Book F, Page 114) was recorded in June of the year 1959, while Lake Louise Manor (Plat Book G, page 58) was recorded May the following year 1960, with the First Addition to Lake Louise Manor recorded in July 1960. The platted subdivisions are primarily undeveloped. The property owners must vacate the underlying plats, lots, easements, and rights-of-way for portions of Lake Louise Estates, Lake Louise Manor and First Addition to Lake Louise Manor, if development occurs other than the approved plats.

An 88.73-acre portion of the above listed plats was annexed into the City to obtain city services in 2022. It was originally platted for single-family development, but most lots and infrastructure were not developed. Low Intensity land use and an associated future land use policy (FLUP) was approved in May 2022. The FLUP controls the maximum number of dwelling units, as well as identifying buffers, circulation, access, and traffic concurrency. It includes, but is not limited to, a requirement that the property be developed as a Planned Development (PD). A maximum of 1,146 dwelling units may be

developed and that number shall be reduced based on any neighborhood business proposed within the PD. The FLUP also requires that access be maintained or provided to existing single-family homes internal to the property. Development of the PD will require the vacation of the underlying plats, lots, and rights-of-way for portions of Lake Louise Estates, Lake Louise Manor and First Addition to Lake Louise Manor.

Staff Analysis

The subject right-of-way contains no existing infrastructure or easements. The proposed abrogation of these rights-of-ways will not adversely impact any adjacent properties. If approved, the applicant and other benefiting parcel(s) will assume responsibility for the maintenance of their respective portions of the abrogated area.

This abrogation request is considered a part of phase 2 of the approved PD. An adjoining property owner raised a concern that existing unimproved right-of-way that provides a potential connection between SW 29th Street and SW 32nd Street would be abrogated. The applicant amended the application to preserve the access/connection. However, the exact location for connection has not been determined at this time as development plans have not been submitted for review. Therefore, it is appropriate that the existing access/connection remain in place at this time. As future development plans are submitted, staff will review to ensure that traffic from the development functions appropriately.

Utility Responses

The utility responses are summarized as follows:

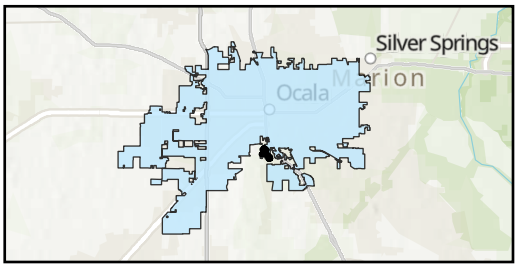
Utility	***Date***	***Response***
CenturyLink/Lumen: Cloey Kranock	3/30/2026	It was determined that there are no objections with respect to the areas proposed for vacation as shown and/or described. It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.
Cox Communications: Paul Christopher	12/8/2022	No Objection.
Spectrum: Dwayne Leachman	1/21/2026	This would be Cox Cable facilities in the area and not Spectrum. No facilities or objection.
TECO: Landon Meahl	11/18/2022	No Objection.
Electric (OEU): JD Purcell	04/28/2026	No objection.
Water Resources: Richard Ragosta	11/18/2025	Water Resources Engineering has no utilities within the areas for abrogation. Water Resources Engineering has no objections at this location.
Commercial Sanitation: Dwayne Drake	11/21/2025	No Objection.
Fiber: Kevin Hooker	11/18/2025	No facilities or objection.
Transportation Engineering: Noel Cooper	11/25/2025	No Objection.
Stormwater Engineering: Peter Williams	11/19/2025	No City of Ocala assets.
Surveying R. Kelly Roberts	1/22/2026	Legal Description issues resolved. No objection.

Staff Findings and Recommendation

Staff recommends approval to abrogate portions public rights-of-way appearing on the Lake Louise Estates Plat, Plat Book F, Page 114, and Lake Louise Manor Plat, Plat Book G, Page 58-61, of the public records of Marion County, Florida.

Staff Recommendation:	***Approval***

AERIAL MAP

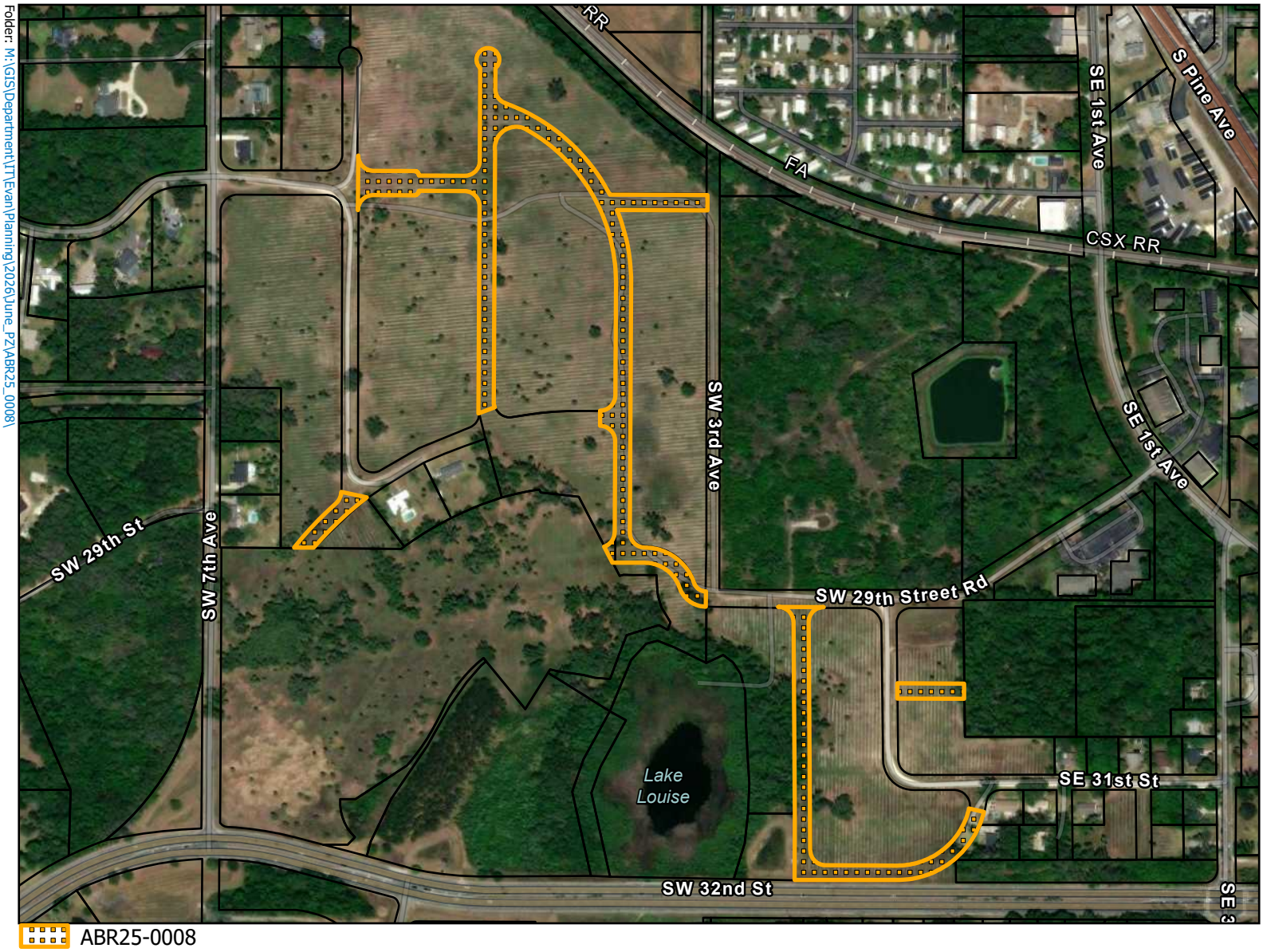


Case Number: ABR25-0008

Parcel: 3060-005-001 &
3060-006-001

Property Size: Approximately 7.21 Acres
Land Use Designation: Low Intensity
Zoning: PD, Planned Development

Proposal: Request to remove unused roads



ABR25-0008

Parcels

0 500 1,000 2,000 Feet

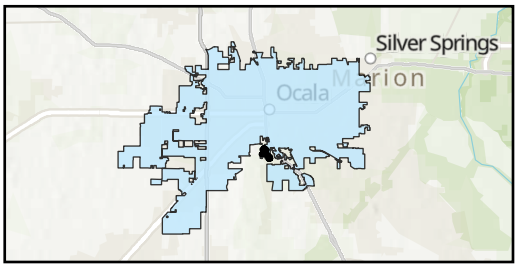
N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala
Growth Management Department
by ekrepps on 5/20/2026

CASE MAP



Case Number: ABR25-0008

Parcel: 3060-005-001 &
3060-006-001

Property Size: Approximately 7.21 Acres
Land Use Designation: Low Intensity
Zoning: PD, Planned Development

Proposal: Request to remove unused roads

Folder: M:\GIS\Department\JTEvan\Planning\2026\June_PZ\ABR25_0008\

Low Intensity
Parcels
ABR25-0008

0 500 1,000 2,000 Feet

N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Department
by ekrepps on 5/20/2026

From: Kelly Roberts
To: Endira Madraveren
Cc: Janiece Lucky
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC
Date: Wednesday, May 20, 2026 11:34:47 AM
Attachments: image001.png
image002.png
image003.png

Endira:

Yes. The proposed abrogation of public right-of-way includes a combined total of 7.21 acres, more or less.

I was wrapping up a MS Teams meeting when you called and attempted to call you back within about 30 seconds, but your line was busy. When I finally got it to ring, it took me to voice mail. I assume this is what you were calling about, but if not, please call me back at your convenience.

R. Kelly Roberts, P.S.M.
Chief Land Surveyor

City of Ocala
1805 N.E. 30th Ave. Bldg. 700a
Ocala, Florida 34470
Phone: (352) 351-6741
Mobile: (352) 789-5660
Fax: (352) 351-6726
rroberts@ocalafl.gov

OCALA
City Engineer's Office

From: Endira Madraveren <emadraveren@ocalafl.gov>
Sent: Wednesday, May 20, 2026 11:21 AM
To: Kelly Roberts <rroberts@ocalafl.gov>
Cc: Janiece Lucky <jlucky@ocalafl.gov>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

Kelly, can I ask you for one additional favor – do you have a total number of acres to be abrogated with the Lake Louise case that you helped us with back in January?

Endira Madraveren, AICP
Chief Planning Official
City of Ocala Growth Management Department

201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8440
Cell: 352-502-5927 | emadraveren@ocalafl.gov

From: Kelly Roberts <rroberts@ocalafl.gov>
Sent: Thursday, January 22, 2026 7:07 PM
To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>; Elizabeth Schor <Elizabeth@ipsocala.com>; Travis Barrineau (travis@rmbarrineau.com) <travis@rmbarrineau.com>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

Emily:

I spoke with Travis Barrineau, Surveyor of Record on behalf of Lake Louise, LLC, concerning the descriptions he previously prepared to describe the portions of public rights-of-way intended for abrogation pursuant to the above referenced application. Travis confirmed to me that the intent by the applicant is to essentially abrogate the portions that lie within the boundaries of Parcels 1through 4, inclusive, as shown on the Boundary Survey that accompanied the application (copy attached here for your benefit).

Due to complications caused by the geometric elements of rights-of-way, lots, etc., established by the plats of Lake Louise Estates, Lake Louise Manor and First Addition to Lake Louise Manor, the description initially produced by Travis towards the goal of using a simple approach (which frequently work for these applications) creates ambiguities in interpretation as to the intended portion of rights-of-way to be abrogated. As a result, I am of the opinion that this approach had to be modified somewhat in order to produce descriptions that remove the ambiguities and potential for uncertainty by those who will be required to interpret the description to understand the limits of lands which will be subject to the official action of the city, assuming the application is approved.

I took the liberty of preparing a draft version of the approach I think suitably addresses my concerns. As descriptions for the above referenced Parcels 1 through 4 had been previously provided by the applicant in metes and bounds format, I utilized those where appropriate to qualify the portions proposed for abrogation. This was further complicated a bit as a result of Resolution 2022-54 (OR Book 7894, page 1627), previously executed by the city and affecting some of the rights-of-way within Parcel 3. For that reason, those applicable segments also

include an exception for the portions previously vacated by the resolution.

I also performed computational analysis of the metes and bounds descriptions of Parcels 1 and 3 as provided with the application. The description of Parcel 1 appears to have a dimensional error resulting in a misclosure of 1.00 foot. After some comparison to the plats, I have highlighted the most likely segment of the description to contain the error in red within the Parcel 1 description. In addition, I supplemented the preamble of both Parcels 1 and 3 to include those segments of right-of-way that lie between the referenced lots or portions thereof that are included in each parcel.

It's taken a bit of time to get through this today, but I believe the description should be sufficient once Travis confirms or corrects the dimensional error within the Parcel 1 description. It would also be appropriate for him to perform a general cursory check of the description to ensure we're both on the same page as to the suitability of this description to describe the relevant portions of public rights-of-way sought for abrogation pursuant to this application.

In addition to the ones referenced above, I've included the other relevant documents that may be beneficial to you concerning the draft of the revised description. Once Travis deals with the apparent dimensional error in the Parcel 1 description, and assuming he is good with the approach and format of the balance of the description, Emily should be able to proceed with the balance of the process.

Please reach out should you have additional questions.

R. Kelly Roberts, P.S.M.
Chief Land Surveyor

City of Ocala
1805 N.E. 30th Ave. Bldg. 700a
Ocala, Florida 34470
Phone: (352) 351-6741
Mobile: (352) 789-5660
Fax: (352) 351-6726
rroberts@ocalafl.gov

OCALA
City Engineer's Office

From: Elizabeth Schor <Elizabeth@ipsocala.com>
Sent: Thursday, January 22, 2026 11:04 AM
To: Kelly Roberts <rroberts@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>; Emily W.

Johnson <ewjohnson@ocalafl.gov>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

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Kelly,

Awesome! Thank you so much for the updated. I just didn't know if anyone was waiting on me. I appreciate all the help from everyone.

Thanks,
Elizabeth Schor
Real Estate Assistant
International Property Services, Corp.
2441 NE 3rd Street, Suite 201
Ocala, FL 34470
Ph: (352) 629-6101 x210
Elizabeth@ipsocala.com | www.ipsrealtor.com

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From: Kelly Roberts <rroberts@ocalafl.gov>
Sent: Thursday, January 22, 2026 10:42 AM
To: Elizabeth Schor <Elizabeth@ipsocala.com>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>; Emily W. Johnson <ewjohnson@ocalafl.gov>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

Elizabeth:

My apologies for the delayed response.

I was awaiting a call from Travis so we could chat about a few questions I had, and he returned my call a short while ago. I will be able to complete my work on this now and hope to have it wrapped up by the end of the day today, at which time I'll provide my comments back to Emily so she may continue the process from there.

R. Kelly Roberts, P.S.M.
Chief Land Surveyor

City of Ocala
1805 N.E. 30th Ave. Bldg. 700a
Ocala, Florida 34470
Phone: (352) 351-6741
Mobile: (352) 789-5660
Fax: (352) 351-6726
rroberts@ocalafl.gov

OCALA
City Engineer's Office

From: Elizabeth Schor <Elizabeth@ipsocala.com>
Sent: Wednesday, January 21, 2026 2:45 PM
To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

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Good Afternoon,

Just wanted to follow up and see if I'm missing anything for our Abrogation Request for Lake Louise.

Thank you,
Elizabeth Schor
Real Estate Assistant
International Property Services, Corp.
2441 NE 3rd Street, Suite 201
Ocala, FL 34470
Ph: (352) 629-6101 x210
Elizabeth@ipsocala.com | www.ipsrealtor.com

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From: Elizabeth Schor
Sent: Wednesday, January 7, 2026 9:24 AM

To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Rachel Perez <Rachel@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; Janiece Lucky <jlucky@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Travis Barrineau <travis@rmbarrineau.com>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

Good Morning,

Roads requesting to abrogate at Lake Louise:

- SW 28th Street (Sunrise Drive) – portion lying between Lot 8, Block D and Lot 13, Block C.
- SW 26th Street (Sunset Boulevard) – portion lying between Lots 1 & 9, Block E, Lots 9 & 10, Block G
- St. Mary's Place
- Lakewood Drive
- SW 25th Lane (Sunset Boulevard)
- SW 29th Street Road (Siesta Drive) – portion lying between Lots 1 & 3, Block B, and Lots 2, 3, & 4, Block C
- SW 30th Street (St. Jude Terrace)

Thank you,
Elizabeth Schor
Real Estate Assistant
International Property Services, Corp.
2441 NE 3rd Street, Suite 201
Ocala, FL 34470
Ph: (352) 629-6101 x210
Elizabeth@ipsocala.com | www.ipsrealtor.com

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From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, January 5, 2026 3:23 PM
To: Elizabeth Schor <Elizabeth@ipsocala.com>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Rachel Perez <Rachel@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; Janiece Lucky

<jlucky@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Travis Barrineau <travis@rmbarrineau.com>
Subject: Re: Review Request | ABR25-0008 Lake Louise LLC

Good afternoon Elizabeth — this is what staff estimated to be abrogated, based on the survey that was provided with the application.

Can you please confirm the list of roads that **are** being abrogated? This will make it easier for Kelly to review the legal description and staff to ensure the maps are correct.

Thanks,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org

From: Elizabeth Schor <Elizabeth@ipsocala.com>
Sent: Monday, January 5, 2026 3:02 PM
To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Rachel Perez <Rachel@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; Janiece Lucky <jlucky@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Travis Barrineau <travis@rmbarrineau.com>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

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Good Afternoon Emily,

The roads listed with City Assets on the attached Review Report are not requested to be abrogated.

- SW 26th Street – the portion requested is between Lot 1 and Lot 9.
- SW 29th Street Rd – the portion requested is between Lot 8 Block D, and Lot 13 Block C.
- SW 1st Avenue – not requested to be abrogated.

I've copied our Surveyor, Travis, on this email in case any additional information is needed. Please let me know how you would like me to proceed.

Thanks,

Elizabeth Schor
Real Estate Assistant
International Property Services, Corp.
2441 NE 3rd Street, Suite 201
Ocala, FL 34470
Ph: (352) 629-6101 x210
Elizabeth@ipsocala.com | www.ipsrealtor.com

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From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, December 15, 2025 10:29 AM
To: Elizabeth Schor <Elizabeth@ipsocala.com>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Rachel Perez <Rachel@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; John Rudnianyn <John@ipsocala.com>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Re: Review Request | ABR25-0008 Lake Louise LLC

Good morning,

Thank you for providing the legal description, Elizabeth. Please be advised that we have been made aware that some City assets lie within the rights-of-way proposed to be abrogated. This infrastructure will need to remain, and easements will need to be granted prior to the abrogation. As discussed in the Teams meeting we had with John and Rachel, we will need the easement documents provided prior to taking the abrogation forward, at the direction of the City Attorney.

If you have any questions, please do not hesitate to contact me.

Best regards,

Emily W. Johnson, AICP

Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org

From: Elizabeth Schor <Elizabeth@ipsocala.com>
Sent: Thursday, December 11, 2025 9:48 AM
To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Rachel Perez <Rachel@ipsocala.com>; John Rudnianyn <John@ipsocala.com>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

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Good Morning Emily,

Please find attached an updated Legal Description for the Lake Louise road abrogation. I've also added it our online application. Let me know if any additional information is needed.

Thanks,

Elizabeth Schor

Real Estate Assistant

International Property Services, Corp.

2441 NE 3rd Street, Suite 201

Ocala, FL 34470

Ph: (352) 629-6101 x210

Elizabeth@ipsocala.com | www.ipsrealtor.com

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From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, December 8, 2025 10:35 AM
To: John Rudnianyn <John@ipsocala.com>; Elizabeth Schor <Elizabeth@ipsocala.com>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>
Subject: Re: Review Request | ABR25-0008 Lake Louise LLC

Good afternoon,

I just wanted to follow up on the below; if the requested information is not provided by Friday, December 12th, your abrogation request will not be able to move forward on the January hearing dates.

Best regards,

Emily W. Johnson, AICP

Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471

Office: 352-629-8313 | ewjohnson@ocalafl.org

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Monday, November 24, 2025 9:38 AM
To: john@ipsrealtor.com <john@ipsrealtor.com>;
elizabeth@ipsocala.com <elizabeth@ipsocala.com>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>
Subject: Fw: Review Request | ABR25-0008 Lake Louise LLC

Good morning,

Please see the below comments from the city surveyor — it appears that there is a deficiency in the description of the rights-of-way to be abrogated. I have copied Kelly on this email to assist you with any questions.

Best regards,

Emily W. Johnson, AICP

Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471

Office: 352-629-8313 | ewjohnson@ocalafl.org



From: Kelly Roberts <rroberts@ocalafl.gov>
Sent: Friday, November 21, 2025 6:07 PM
To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: RE: Review Request | ABR25-0008 Lake Louise LLC

Emily:

I finally got to your email a little while ago to begin to review your request. Contrary to your email, I didn't find the application attached, only the description in MS Word format and a copy of the survey. From a cursory review, it appears that the applicant is requesting to abrogate the public rights-of-way that lie with the limits of Parcels 1 through 4, inclusive. However, the description as written does not describe any reference to the rights-of-way that you describe in your email but they do generally appear to agree with the extent of the lands shown on the Boundary Survey. We are slammed here in survey and the timing of this request with the holiday and my schedule further challenges the review.

It will take a good bit of time for me to conduct a thorough review of the description provided. Unfortunately, I will be out of the office next week and am scheduled to return on Tuesday, December 2. Consequently, I'm reaching out to inform you of my quick findings so you can contact the applicant about the deficiency unless there is more information that you haven't shared with me that may actually describe the rights-of-way that are intended for abrogation.

I will be checking email from time to time and will look for a reply from you. That said, the best I can offer at this point is to dive into this when I return to the office and push to get through it as quickly as I can, but it will take several hours at a minimum.

R. Kelly Roberts, P.S.M.

Chief Land Surveyor

City of Ocala

1805 N.E. 30th Ave. Bldg. 700a

Ocala, Florida 34470

Phone: (352) 351-6741

Mobile: (352) 789-5660

Fax: (352) 351-6726

rroberts@ocalafl.gov

OCALA
City Engineer's Office

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Tuesday, November 18, 2025 9:39 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tiffany Stewart <tstewart@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR25-0008 Lake Louise LLC

Good morning,

The City of Ocala has received a request to abrogate portions of SW 6th Avenue (Memory Lane), SW 28th Street (Sunrise Drive), SW 26th Street (Sunset Boulevard), St. Mary's Place, Lakewood Drive, SW 2nd Court (Shoreland Drive), SW 29th Street Road (Siesta Drive), SW 1st Avenue (Idlewood Drive), and SW 30th Street (St. Jude Terrace) in association with the Lake Louise Planned Development (PD). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or "reply all" by close of business on **December 1, 2025**.

Best regards,

Emily W. Johnson, AICP

Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471

Office: 352-629-8313 | ewjohnson@ocalafl.org


OCALA

OCALA	**Division: Stormwater**	**Lake Louise LLC**	
		Revision #	
		Implementation Date	11/19/2025
Task: Review ABR25-0008	**1 of 1**	**Last Reviewed/Update Date**	

November 19, 2025

ABR25-0008 Lake Louise LLC

Review request for a possible abrogation of portions of Lake Louise, LLC.

SW 6th Avenue — Right of way contains no City of Ocala assets.

SW 28th Street — Right of way contains no City of Ocala assets.

SW 26th Street — Wood utility pole (K1108) and overhead wires to the west on North Side of right of way. Wood utility pole (K4287) on South right of Way.

St. Mary's Place — Unimproved right of way contains no City of Ocala assets.

Lakewood Drive — Unimproved right of way contains no City of Ocala assets.

SW 2nd Court — Unimproved right of way contains no City of Ocala assets.

SW 29th Street Road — City water force main on North right of way, including 2 fire hydrants. 2 Wood utility poles and overhead lines on North Right of way. 1 Wood utility pole on South right of way with Overhead lines to the North.

SW 1st Avenue — Wood light pole (K4635) & (K4636)on South right of way. Wood utility pole (T74) and Wood utility pole (K3682) with Overhead wires cross right of way to the East.

SW 30th Street — Unimproved right of way contains no City of Ocala assets.

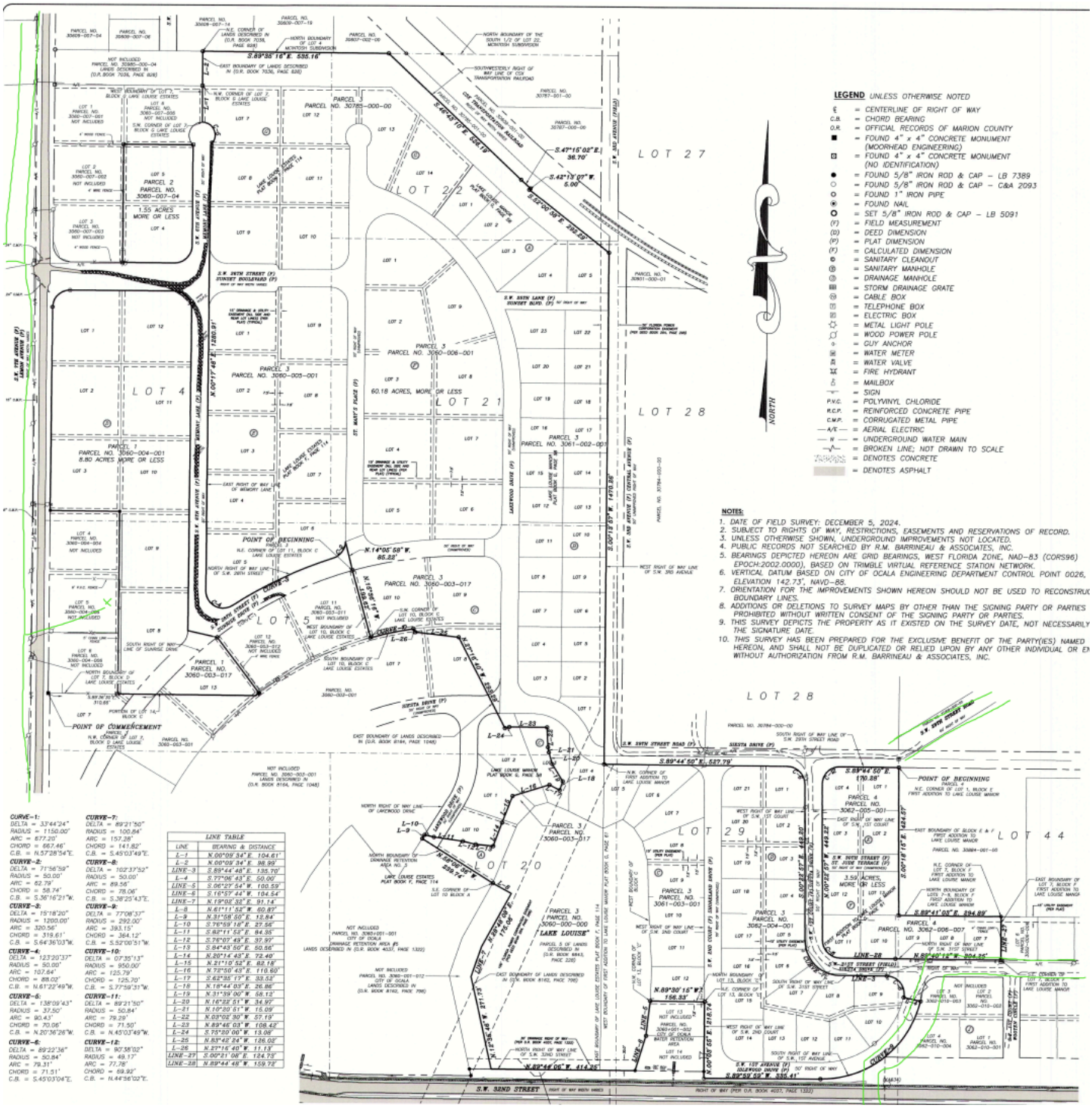
Observations are based on City of Ocala GIS mapping and a boundary survey by R.M. Barrineau and Associates; JO# 17024, Dwg # 17024 BND County, signed Oct 10, 2025. No on-site inspection was performed.

Outlook

RE: Review Request | ABR25-0008 Lake Louise LLC

From Jose Colon <jcolon@ocalafl.gov>
Date Tue 11/18/2025 10:10 AM
To Emily W. Johnson <ewjohnson@ocalafl.gov>

OFN fiber location (green line)



Jose Colon
Ocala Fiber Network, Project Manager I
Direct email jcolon@ocalafl.gov Office email telecom@ocalafl.gov
Direct (352)401-6901 Office (352)401-3999
OFN website http://www.cityofocalafiber.com

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Tuesday, November 18, 2025 9:40 AM
To: Ocala Telecommunications <Telecom@ocalafl.gov>
Subject: Fw: Review Request | ABR25-0008 Lake Louise LLC

Emily W. Johnson, AICP

Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471

Office: 352-629-8313 | ewjohnson@ocalafl.org

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Tuesday, November 18, 2025 9:39 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tiffany Stewart <tstewart@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR25-0008 Lake Louise LLC

Good morning,

The City of Ocala has received a request to abrogate portions of SW 6th Avenue (Memory Lane), SW 28th Street (Sunrise Drive), SW 26th Street (Sunset Boulevard), St. Mary's Place, Lakewood Drive, SW 2nd Court (Shoreland Drive), SW 29th Street Road (Siesta Drive), SW 1st Avenue (Idlewood Drive), and SW 30th Street (St. Jude Terrace) in association with the Lake Louise Planned Development (PD). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area
- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or "reply all" by close of business on **December 1, 2025**.
Best regards,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org

Outlook

RE: Review Request | ABR25-0008 Lake Louise LLC

From Dwayne Drake <DDrake@ocalafl.gov>
Date Fri 11/21/2025 3:28 PM
To Emily W. Johnson <ewjohnson@ocalafl.gov>; Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tiffany Stewart <tstewart@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>

No issues for Sanitation.

Dwayne Drake

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Tuesday, November 18, 2025 9:39 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tiffany Stewart <tstewart@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR25-0008 Lake Louise LLC

Good morning,

The City of Ocala has received a request to abrogate portions of SW 6th Avenue (Memory Lane), SW 28th Street (Sunrise Drive), SW 26th Street (Sunset Boulevard), St. Mary's Place, Lakewood Drive, SW 2nd Court (Shoreland Drive), SW 29th Street Road (Siesta Drive), SW 1st Avenue (Idlewood Drive), and SW 30th Street (St. Jude Terrace) in association with the Lake Louise Planned Development (PD). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

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If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or "reply all" by close of business on **December 1, 2025**.
Best regards,

Emily W. Johnson, AICP

Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



OCALA	**Division: Stormwater**	**Lake Louise LLC**	
		Revision #	
		Implementation Date	11/19/2025
Task: Review ABR25-0008	**1 of 1**	**Last Reviewed/Update Date**	

November 19, 2025

ABR25-0008 Lake Louise LLC

Review request for a possible abrogation of portions of Lake Louise, LLC.

SW 6th Avenue — Right of way contains no City of Ocala assets.

SW 28th Street — Right of way contains no City of Ocala assets.

SW 26th Street — Wood utility pole (K1108) and overhead wires to the west on North Side of right of way. Wood utility pole (K4287) on South right of Way.

St. Mary's Place — Unimproved right of way contains no City of Ocala assets.

Lakewood Drive — Unimproved right of way contains no City of Ocala assets.

SW 2nd Court — Unimproved right of way contains no City of Ocala assets.

SW 29th Street Road — City water force main on North right of way, including 2 fire hydrants. 2 Wood utility poles and overhead lines on North Right of way. 1 Wood utility pole on South right of way with Overhead lines to the North.

SW 1st Avenue — Wood light pole (K4635) & (K4636)on South right of way. Wood utility pole (T74) and Wood utility pole (K3682) with Overhead wires cross right of way to the East.

SW 30th Street — Unimproved right of way contains no City of Ocala assets.

Observations are based on City of Ocala GIS mapping and a boundary survey by R.M. Barrineau and Associates; JO# 17024, Dwg # 17024 BND County, signed Oct 10, 2025. No on-site inspection was performed.

Outlook

RE: Review Request | ABR25-0008 Lake Louise LLC

From Noel J. Cooper <NCooper@ocalafl.gov>
Date Tue 11/25/2025 3:33 PM
To Emily W. Johnson <ewjohnson@ocalafl.gov>

Emily,
Transportation Engineering has no objections.

Thank you.

Noel Cooper, P.E., PTOE, PTP
Deputy City Engineer
1805 NE 30th Ave, Bldg 300
Ocala, FL 34470
352-351-6708 (p)

OCALA
City Engineer's Office

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

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Tuesday, November 18, 2025 9:39 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tiffany Stewart <tstewart@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR25-0008 Lake Louise LLC

Good morning,

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- The existence of any utility lines at this location
- Any anticipated future need for use of the subject area

- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or "reply all" by close of business on **December 1, 2025**.

Best regards,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



Outlook

RE: Review Request | ABR25-0008 Lake Louise LLC

From Richard Ragosta <RRagosta@ocalafl.gov>
Date Tue 11/18/2025 4:13 PM
To Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc Hector Colon <HColon@ocalafl.gov>

1 attachment (2 MB)
Lake louise.pdf;

Good afternoon,

Water Resources Engineering has a 12" water main on SW 29th St Rd that needs to remain. The apartment complex for Lake Louise has approved plans to use this water main as their connection point. I attached a location map for reference.

If you have any questions, please feel free to contact me.

Thank you,

Richard Ragosta
Civil Engineer I
City of Ocala Water Resources
1805 NE 30th Avenue, Building 600
Ocala, FL 34470
Office: (352) 351-6793
Cell: (352) 239-4254
rragosta@ocalafl.gov

OCALA
Water Resources

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Tuesday, November 18, 2025 9:39 AM
To: Cloretha McReynolds <CMcReynolds@Ocalafl.gov>; Danielle Phillips <dphillips@ocalafl.gov>; Darren Park <DPark@ocalafl.gov>; Dwayne Drake <DDrake@ocalafl.gov>; Kelly Roberts <rroberts@ocalafl.gov>; Noel J. Cooper <NCooper@ocalafl.gov>; Payal Pandya <PPandya@ocalafl.gov>; Richard Ragosta <RRagosta@ocalafl.gov>; Tiffany Stewart <tstewart@ocalafl.gov>; Tom Casey <TCasey@ocalafl.gov>; Tracy L. Taylor <TLTaylor@ocalafl.gov>; William P. Weakland <WWeakland@ocalafl.gov>
Cc: Endira Madraveren <emadraveren@ocalafl.gov>; Janiece Lucky <jlucky@ocalafl.gov>
Subject: Review Request | ABR25-0008 Lake Louise LLC

Good morning,

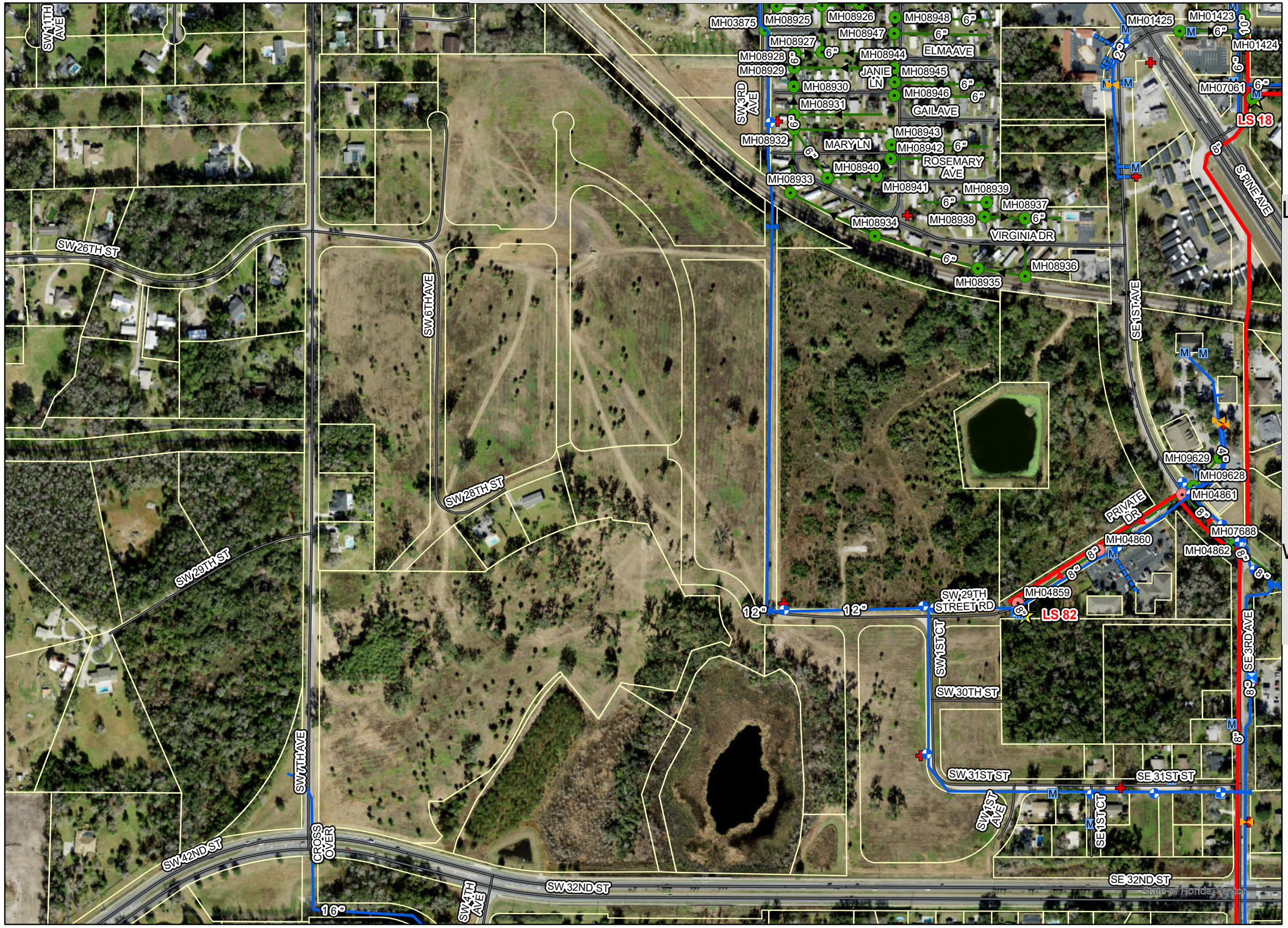
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- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or "reply all" by close of business on **December 1, 2025**.
Best regards,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org

Lake Louise LLC



N
W E
S

Legend

SS Manholes

Priority

- Gravity
- Carries FM Refuse
- FM Dumps Into

Gravity Main

Asset Status, GM Priority

- Active In Service, Carries FM Refuse
- Active In Service, Gravity

Force Mains

Asset Status

- Active

Water Group

Water Main In Service

Pipe Type, Asset Status

- Distribution Main, Active

3/30/2026

City of Ocala
ATTN: Emily W. Johnson
201 SE 3rd Street, 2nd floor,
Ocala, FL 34471

No Reservations/No Objection

SUBJECT: Vacation portions of the Public Right-of-Ways being SW 28th St (Sunrise Dr), SW 26th St (Sunset Blvd), Lakewood Dr, SW 25th Ln (Sunset Blvd); SW 29th St Rd (Siesta Dr), and SW 30th St (St. Jude Terrace), Lake Louise, Estates and Sanchez Grant, Marion County, Florida

To Whom It May Concern:

CENTURYLINK OF FLORIDA, INC ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

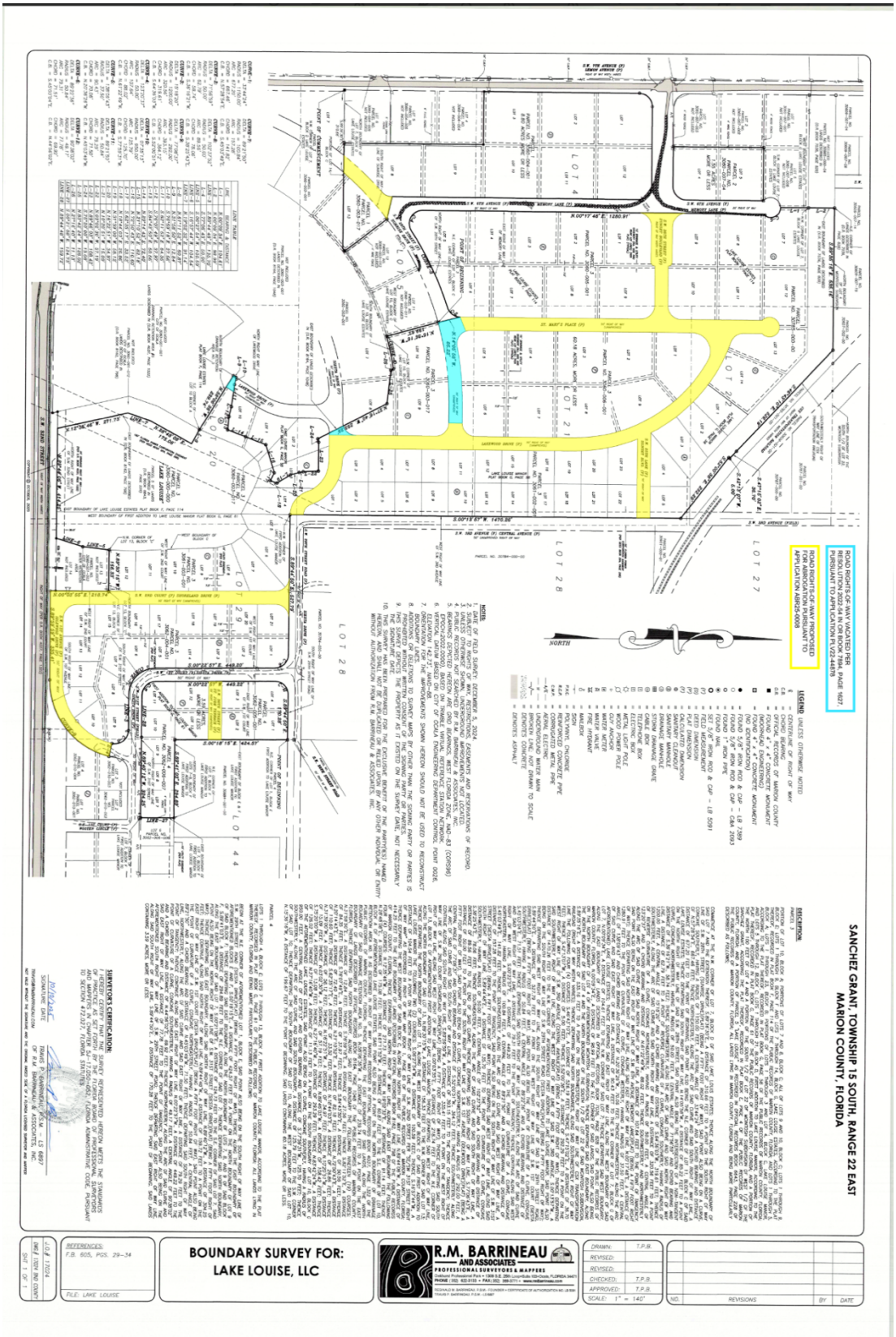
It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities. If you have any questions, please contact Briana Salles at (361) 652-8608, Briana.Salles@lumen.com , or nre.easement@lumen.com.

Sincerely yours,

Briana Salles
Network Infrastructure Services
Lumen
P869147

Exhibit A


SANCHEZ GRANT, TOWNSHIP 15 SOUTH, RANGE 22 EAST
MARION COUNTY, FLORIDA
BOUNDARY SURVEY FOR:
LAKE LOUISE, LLC
R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
NORTH
LEGEND
NOTES
DESCRIPTION
SURVEYOR'S CERTIFICATION
ROAD RIGHTS-OF-WAY VACATED PER RESOLUTION 13-R-___ PAGE 1627, PURSUANT TO APPLICATION #LV22-44878
ROAD RIGHTS-OF-WAY PROPOSED FOR ABROGATION PURSUANT TO APPLICATION #ABRO-0068

Outlook

RE: [EXTERNAL] Review Request | ABR25-0008 Lake Louise LLC

From Leachman, Dwayne D <Dwayne.Leachman@charter.com>
Date Wed 1/21/2026 10:35 AM
To Emily W. Johnson <ewjohnson@ocalafl.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This would be Cox facilities in the area not Spectrum. Thanks

---

From: Wolski, John <john.wolski@charter.com>
Sent: Wednesday, January 21, 2026 10:14 AM
To: Emily W. Johnson <ewjohnson@ocalafl.gov>
Cc: Leachman, Dwayne D <Dwayne.Leachman@charter.com>
Subject: RE: [EXTERNAL] Review Request | ABR25-0008 Lake Louise LLC

Good morning Emily. Dwayne Leachman is now the contact for Marion County at Spectrum for these type of things. I have forwarded the original email to him and copied him on this so you have his email address.

From: Emily W. Johnson <ewjohnson@ocalafl.gov>
Sent: Wednesday, January 21, 2026 9:13 AM
To: Duke Energy <taxteam@duke-energy.com>; Wolski, John <john.wolski@charter.com>; Meahl, Landon <lmeahl@tecoenergy.com>; Hurley, Owen <owen.hurley@lumen.com>; Paul Christopher - Cox Communications <paul.christopher@cox.com>
Subject: [EXTERNAL] Review Request | ABR25-0008 Lake Louise LLC

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Good morning,

The City of Ocala has received a request to abrogate portions of SW 28th Street (Sunrise Drive) – portion lying between Lot 8, Block D and Lot 13, Block C; SW 26th Street (Sunset Boulevard) – portion lying between Lots 1 & 9, Block E, Lots 9 & 10, Block G; St. Mary's Place; Lakewood Drive; SW 25th Lane (Sunset Boulevard); SW 29th Street Road (Siesta Drive) – portion lying between Lots 1 & 3, Block B, and Lots 2, 3, & 4, Block C; and SW 30th Street (St. Jude Terrace) in association with the Lake Louise Planned Development (PD). Attached is the application and legal description for the abrogation request; at your earliest convenience, please identify the following:

- The existence of any utility lines at this location

- Any anticipated future need for use of the subject area

- Any objections to the abrogation request

If you have any comments on the proposed abrogation, please email me (ewjohnson@ocalafl.gov) or "reply all" by close of business on **January 30, 2026**.

Best regards,

Emily W. Johnson, AICP
Senior Planner
City of Ocala Growth Management Department
201 SE 3rd Street, 2nd floor, Ocala, FL 34471
Office: 352-629-8313 | ewjohnson@ocalafl.org



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PROPOSED ROAD (RIGHT-OF-WAY) ABROGATION
CITY OF OCALA APPLICATION NO. ABR25-0008

DESCRIPTION:

S.W. 6TH AVENUE (MEMORY LANE) & S.W. 28TH STREET (SUNRISE DRIVE):

THAT PORTION OF S.W. 6TH AVENUE AND S.W. 28TH STREET (PUBLIC RIGHTS-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS MEMORY LANE AND SUNRISE DRIVE, RESPECTIVELY, AND AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, AT PAGE 114, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA) AND LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

PARCEL 1:

PORTIONS OF LOTS 13 AND 14, BLOCK C, AND LOTS 1, 2, 3, 8, 9, 10, 11 AND 12, BLOCK D, AND A PORTION OF MEMORY LANE AND SUNRISE DRIVE (PUBLIC RIGHTS-OF-WAY 50 FEET WIDE), ALL OF LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7, S.89°36'30"E., A DISTANCE OF 200.35 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 7, ALONG THE WEST BOUNDARY OF LOTS 8 AND 9, BLOCK D OF SAID LAKE LOUISE ESTATES, N.00°16'28"E., 524.90 FEET TO THE S.E. OF LOT 3, BLOCK D OF SAID LAKE LOUISE ESTATES; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF SAID LOT 3, N.89°35'33"W., A DISTANCE OF 200.13 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 7TH AVENUE, ALSO KNOWN AS LEMON AVENUE, BEING A RIGHT OF WAY WIDTH THAT VARIES; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 3, ALONG SAID EAST RIGHT OF WAY LINE, N.00°20'22"E., A DISTANCE OF 585.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°01'09" AND A CHORD BEARING AND DISTANCE OF N.45°28'07"E., 70.10 FEET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 77.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 26TH STREET, ALSO KNOWN AS SUNSET BOULEVARD, BEING A RIGHT OF WAY WIDTH THAT VARIES; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°50'59"E., A DISTANCE OF 299.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°18'28" AND A CHORD BEARING AND DISTANCE OF S.44°54'51"E., 70.90 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 78.81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 6TH AVENUE, ALSO KNOWN AS MEMORY LANE, BEING A FIFTY FOOT RIGHT OF WAY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG SAID WEST RIGHT OF WAY LINE, S.00°18'25"W., A DISTANCE OF 926.72 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, S.77°28'22"E., A DISTANCE OF 86.21 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 28TH STREET, ALSO KNOWN AS SUNRISE DRIVE, BEING A FIFTY FOOT RIGHT OF WAY, SAID POINT ALSO BEING THE N.E. CORNER OF AFOREMENTIONED LOT 13, BLOCK C; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG THE EAST BOUNDARY OF SAID LOT 13,

BLOCK C, S.37°17'29"E., A DISTANCE OF 200.37 FEET TO THE S.E. CORNER OF SAID LOT 13, BLOCK C; SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 00°44'59" AND A CHORD BEARING AND DISTANCE OF S.52°03'52"W., 12.43 FEET; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID SOUTH BOUNDARY, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE,, A DISTANCE OF 12.43 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, N.89°36'30"W., A DISTANCE OF 396.54 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 8.80 ACRES, MORE OR LESS.

S.W. 26TH STREET (SUNSET BOULEVARD); S.W. 28TH STREET (SUNRISE DRIVE); ST. MARY'S PLACE, AND LAKEWOOD DRIVE, AND SIESTA DRIVE:

THAT PORTION OF S.W. 26TH STREET (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH BETWEEN 50 FEET AND 80 FEET, FORMERLY KNOWN AS SUNSET BOULEVARD); THAT PORTION OF S.W. 28TH STREET (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS SUNRISE DRIVE); THAT PORTION OF ST. MARY'S PLACE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE); THAT PORTION OF LAKEWOOD DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND THAT PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FET WIDE), ALL AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, AT PAGE 114, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND LYING WITHIN PARCEL 3 AS DESCRIBED FURTHER BELOW, LESS AND EXCEPT ANY PORTION THEREOF THAT LIES WITHIN THE PORTION PREVIOUSLY VACATED BY VIRTUE OF RESOLUTION 2022-54, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 7894, AT PAGE 1627, OF SAID PUBLIC RECORDS:

S.W. 25TH LANE (SUNSET BOULEVARD) AND SIESTA DRIVE:

THAT PORTION OF S.W. 25TH LANE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS SUNSET BOULEVARD), AND THAT PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, AT PAGE 58, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND LYING WITHIN PARCEL 3 AS DESCRIBED FURTHER BELOW, LESS AND EXCEPT ANY PORTION THEREOF THAT LIES WITHIN THE PORTION PREVIOUSLY VACATED BY VIRTUE OF RESOLUTION 2022-54, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 7894, AT PAGE 1627, OF SAID PUBLIC RECORDS:

S.W. 2ND COURT (SHORELAND DRIVE) AND S.W. 1ST AVENUE (IDLEWOOD DRIVE):

THAT PORTION OF S.W. 2ND COURT (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS SHORELAND DRIVE) AND THAT PORTION OF S.W. 1ST AVENUE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS IDLEWOOD DRIVE), ALL AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, AT PAGE 61, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND LYING WITHIN PARCEL 3 AS DESCRIBED FURTHER BELOW:

PARCEL 3:

A PORTION OF LOT 10, BLOCK A; PORTIONS OF LOTS 7 AND 8, BLOCK C; ALL OF LOTS 9 AND 10, BLOCK C; LOTS 1 THROUGH 9, BLOCK E; LOTS 1 THROUGH 9, BLOCK F; LOTS 7 THROUGH 14, BLOCK G; A PORTION OF SUNSET BOULEVARD (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH BETWEEN

50 FEET AND 80 FEET); A PORTION OF SUNRISE DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE); A PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE); A PORTION OF ST. MARY'S PLACE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND A PORTION OF LAKEWOOD DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL OF LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 1 THROUGH 5, BLOCK A; LOTS 1 THROUGH 23, BLOCK B; PORTIONS OF LOTS 1 THROUGH 3 AND LOT 4, BLOCK C; A PORTION OF SUNSET BOULEVARD (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND A PORTION OF SIESTA DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL OF LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 58, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 5 THROUGH 12, BLOCK C; LOTS 1 THROUGH 21, BLOCK D; A PORTION OF IDLEWOOD DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), AND A PORTION OF SHORELAND DRIVE (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE), ALL OF FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 61, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND A PORTION OF THE NORTH 100 FEET OF LOT 4 AND A PORTION OF THE SOUTH 1/2 OF LOT 22 OF MCINTOSH SUBDIVISION OF WEST 1/2 OF THE SANCHEZ GRANT, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK E, PAGE 4 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND A PORTION OF PARCEL 5 "LAKE LOUISE" AS RECORDED IN OFFICIAL RECORDS BOOK 6643, PAGE 228 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUIS ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7 AND THE EXTENSION THEREOF, S.89°36'30"E., A DISTANCE OF 310.66 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 28TH STREET (SUNRISE DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 33°44'24" AND A CHORD BEARING AND DISTANCE OF N.57°28'54"E., 667.46 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 677.20 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE N.E. CORNER OF LOT 11, BLOCK C OF SAID LAKE LOUISE ESTATES; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, N.14°05'58"W., A DISTANCE OF 85.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID S.W. 28TH STREET, SAID POINT ALSO BEING THE INTERSECTION OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 71°56'59" AND CHORD BEARING AND DISTANCE OF S.36°16'21"W., 58.74 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 62.79 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 15°18'20" AND A CHORD BEARING AND DISTANCE OF S.64°36'03"W., 319.61 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 320.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 123°20'37" AND A CHORD BEARING AND DISTANCE OF N.61°22'49"W., 88.02 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 107.64 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 6TH AVENUE (MEMORY LANE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST RIGHT OF WAY LINE, N.00°17'48"E., A DISTANCE OF 1280.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 138°09'43" AND CHORD BEARING AND DISTANCE OF

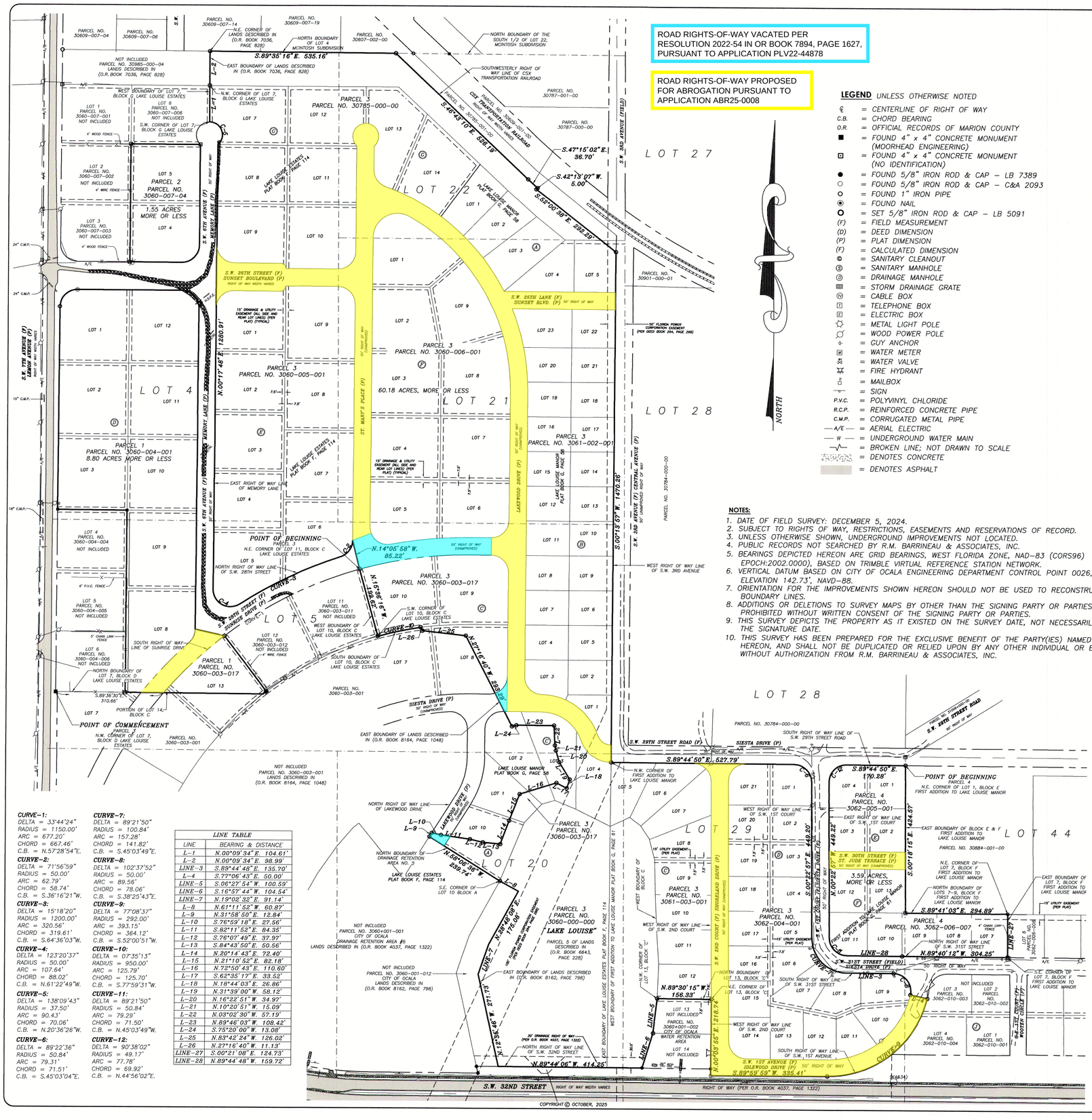
N.20°36'26"W., 70.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.43 FEET TO THE S.W. CORNER OF LOT 7, BLOCK G OF AFOREMENTIONED LAKE LOUISE ESTATES; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF SAID LOT 7, N.00°09'34"E., A DISTANCE OF 104.61 FEET TO THE N.W. CORNER OF SAID LOT 7; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7036, PAGE 828 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, N.00°09'34"E., A DISTANCE OF 98.99 FEET TO THE N.E. CORNER OF SAID LANDS, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF LOT 4 OF AFOREMENTIONED MCINTOSH SUBDIVISION; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF SAID LOT 4 AND THE NORTH BOUNDARY OF THE SOUTH 1/2 OF LOT 22 OF SAID MCINTOSH SUBDIVISION, S.89°35'16"E., A DISTANCE OF 535.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH BOUNDARIES, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: S.46°43'10"E., A DISTANCE OF 526.19 FEET; THENCE S.47°15'02"E., A DISTANCE OF 36.70 FEET; THENCE S.42°13'07"W., A DISTANCE OF 5.00 FEET; THENCE S.52°00'38"E., A DISTANCE OF 292.29 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 3RD AVENUE (CENTRAL AVENUE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, ALONG THE WEST RIGHT OF WAY LINE OF SAID S.W. 3RD AVENUE, S.00°13'57"W., A DISTANCE OF 1470.26 FEET TO THE N.W. CORNER OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 29TH STREET ROAD, S.89°44'50"E., A DISTANCE OF 527.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 1ST COURT (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.84 FEET, A CENTRAL ANGLE OF 89°22'36" AND A CHORD BEARING AND DISTANCE OF S.45°03'04"E., 71.51 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 79.31 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.00°22'57"E., A DISTANCE OF 449.20 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.84 FEET, A CENTRAL ANGLE OF 89°21'50" AND A CHORD BEARING AND DISTANCE OF S.45°03'49"E., 141.82 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 157.28 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 31ST STREET (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°44'48"E., A DISTANCE OF 135.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 102°37'52" AND A CHORD BEARING AND DISTANCE OF S.38°25'43"E., 78.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.56 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S.77°06'43"E., A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 1ST AVENUE (IDLEWOOD DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 292.00 FEET, A CENTRAL ANGLE OF 77°08'37' AND CHORD BEARING AND DISTANCE OF S.52°00'51"W., 364.12 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 393.15 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID

SOUTH RIGHT OF WAY LINE, S.89°59'59"W., A DISTANCE OF 335.41 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 2ND COURT (SHORELAND DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG SAID WEST RIGHT OF WAY LINE, N.00°03'55"E., A DISTANCE OF 218.74 FEET TO THE N.E. CORNER OF LOT 13, BLOCK C OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY OF SAID LOT 13, N.89°30'15"W., A DISTANCE OF 156.33 FEET TO THE N.W. CORNER OF SAID LOT 13; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 13, ALONG THE WEST BOUNDARY OF BLOCK C OF SAID FIRST ADDITION TO LAKE LOUISE MANOR THE FOLLOWING TWO (2) COURSES: S.06°27'54"W., A DISTANCE OF 100.59 FEET; THENCE S.16°57'44"W., A DISTANCE OF 104.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET PER "SE/SW 31ST STREET RIGHT OF WAY MAP" AS RECORDED IN RIGHT OF WAY MAP BOOK 1, PAGE 65 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF SAID BLOCK C, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°44'06"W., A DISTANCE OF 414.25 FEET TO THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8162, PAGE 798 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST BOUNDARY THE FOLLOWING FOUR (4) COURSES: N.12°35'46"W., A DISTANCE OF 271.73 FEET; THENCE N.19°02'32"E., A DISTANCE OF 91.14 FEET; THENCE N.28°48'08"E., A DISTANCE OF 175.08 FEET; THENCE N.61°11'52"W., A DISTANCE OF 60.87 FEET TO THE S.E. CORNER OF LOT 10, BLOCK A OF AFOREMENTIONED LAKE LOUISE ESTATES, SAID POINT ALSO BEING A POINT ON THE NORTH BOUNDARY OF DRAINAGE RETENTION AREA NO. 5 AS DESCRIBED IN RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 4037, PAGE 1322 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG THE NORTH BOUNDARY OF SAID DRAINAGE RETENTION AREA NO. 5, N.58°06'36"W., A DISTANCE OF 239.74 FEET TO A POINT ON THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8164, PAGE 1048 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EAST BOUNDARY THE FOLLOWING NINETEEN (19) COURSES: N.31°58'50"E., A DISTANCE OF 12.84 FEET; THENCE S.76°59'18"E., A DISTANCE OF 27.56 FEET; THENCE S.82°11'52"E, A DISTANCE OF 84.35 FEET; THENCE S.76°07'49"E., A DISTANCE OF 37.97 FEET; THENCE S.84°43'50"E., A DISTANCE OF 50.56 FEET; THENCE N.20°14'43"E., A DISTANCE OF 72.40 FEET; THENCE N.21°10'52"E., A DISTANCE OF 82.18 FEET; THENCE N.72°50'43"E., A DISTANCE OF 110.60 FEET; THENCE S.62°35'17"E., A DISTANCE OF 33.52 FEET; THENCE N.18°44'03"E., A DISTANCE OF 26.86 FEET; THENCE N.31°39'00"W., A DISTANCE OF 58.12 FEET; THENCE N.16°22'51"W., A DISTANCE OF 34.97 FEET; THENCE N.10°20'51"W., A DISTANCE OF 15.09 FEET; THENCE N.03°02'30"W., A DISTANCE OF 57.19 FEET; THENCE N.89°46'03"W., A DISTANCE OF 108.42 FEET; THENCE S.75°20'00"W., A DISTANCE OF 13.08 FEET; THENCE N.27°16'40"W., A DISTANCE OF 293.29 FEET; THENCE N.83°42'24"W., A DISTANCE OF 126.02 FEET; THENCE N.27°16'40"W., A DISTANCE OF 11.13 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 10, BLOCK C OF THE AFOREMENTIONED LAKE LOUISE ESTATES, SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 07°35'13" AND CHORD BEARING AND DISTANCE OF S.77°59'31"W., 125.70 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTH BOUNDARY, A DISTANCE OF 125.79 FEET TO THE S.W. CORNER OF SAID LOT 10; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 10, ALONG THE WEST BOUNDARY OF SAID LOT 10, N.15°36'16"W, A DISTANCE OF 199.67 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 60.18 ACRES, MORE OR LESS.

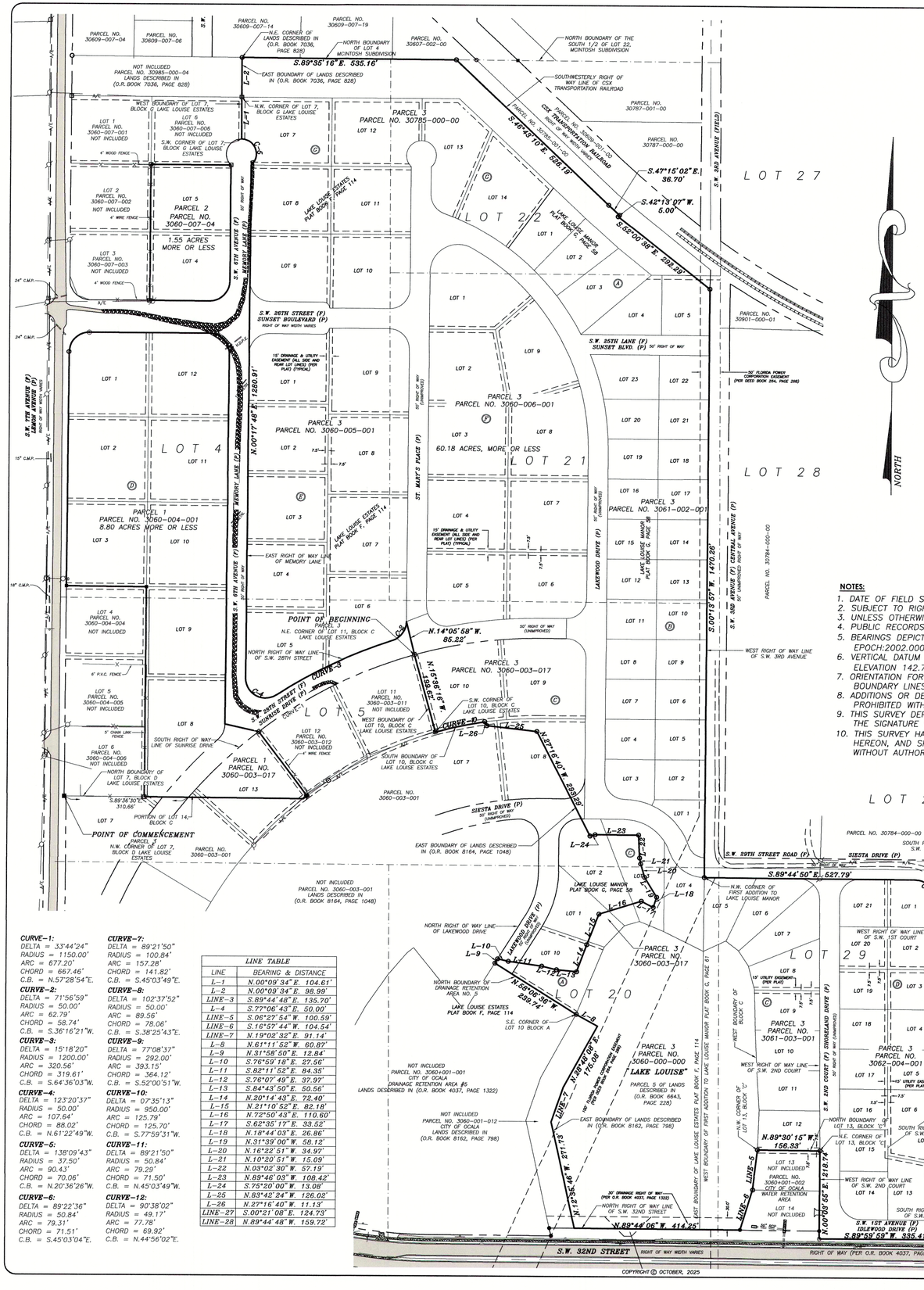
S.W. 30TH STREET (ST. JUDE TERRACE):

THAT PORTION OF S.W. 30TH STREET (A PUBLIC RIGHT-OF-WAY 50 FEET WIDE, FORMERLY KNOWN AS ST. JUDE TERRACE, AS ESTABLISHED OF RECORD BY VIRTUE OF THE DEDICATION APPEARING ON FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, AT PAGE 61, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA) LYING BETWEEN BLOCKS E AND F AND LYING EAST OF THE EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SIESTA DRIVE AS SHOWN ON SAID PLAT.

SANCHEZ GRANT, TOWNSHIP 15 SOUTH, RANGE 22 EAST
MARION COUNTY, FLORIDA


ROAD RIGHTS-OF-WAY VACATED PER RESOLUTION 2022-54 IN OR BOOK 7894, PAGE 1627, PURSUANT TO APPLICATION PLV22-44878
ROAD RIGHTS-OF-WAY PROPOSED FOR ABROGATION PURSUANT TO APPLICATION ABR25-0008
S.89°35'16"E. 535.16'
S.45°43'10"E. 538.19'
S.47°15'02"E. 36.70'
S.42°13'07"W. 5.00'
S.42°00'38"E. 282.29'
N.00°11'48"E. 1280.91'
N.14°05'58"W. 85.22'
N.15°36'16"W. 199.62'
N.27°16'40"W. 269.50'
N.89°44'50"E. 527.79'
N.00°18'57"W. 1470.26'
N.89°30'16"W. 156.33'
N.89°44'06"W. 414.25'
S.89°59'59"W. 385.41'
N.89°40'12"W. 304.25'
N.69°08'36"W. 239.74'
N.27°26'36"E. 175.88'
N.00°03'55"E. 218.74'
S.89°44'50"E. 170.28'
S.00°18'15"E. 424.45'
S.00°22'57"W. 449.22'
S.00°22'57"W. 449.20'
S.89°44'48"E. 894.89'
S.89°36'30"E. 310.66'
POINT OF BEGINNING
POINT OF COMMENCEMENT
PARCEL 1 PARCEL NO. 3060-004-001 8.80 ACRES MORE OR LESS
PARCEL 2 PARCEL NO. 3060-007-04 1.55 ACRES MORE OR LESS
PARCEL 3 PARCEL NO. 3060-006-001 60.18 ACRES, MORE OR LESS
PARCEL 3 PARCEL NO. 3061-002-01
PARCEL 3 PARCEL NO. 3062-004-001
PARCEL 3 PARCEL NO. 3062-006-007
PARCEL 4 PARCEL NO. 3062-005-001 3.59 ACRES, MORE OR LESS
"LAKE LOUISE"
LOT 4
LOT 5
LOT 20
LOT 21
LOT 27
LOT 28
LOT 29
LOT 44
S.W. 6TH AVENUE (F) MEMORY LANE (F) 80' RIGHT OF WAY WIDTH VARIES
S.W. 3RD AVENUE (F) CENTRAL AVENUE (F) 50' UNIMPROVED RIGHT OF WAY
S.W. 3RD AVENUE (THEN) (VACATED)
S.W. 26TH STREET (F) SUNSET BOULEVARD (F) RIGHT OF WAY WIDTH VARIES
S.W. 25TH LANE (F) SUNSET BLVD. (F) 50' RIGHT OF WAY
S.W. 29TH STREET ROAD (F) SIESTA DRIVE (F) 50' RIGHT OF WAY
S.W. 31ST STREET (FIELD) SIESTA DRIVE (F) 50' RIGHT OF WAY
S.W. 1ST AVENUE (F) IDLEWOOD DRIVE (F) 50' RIGHT OF WAY
S.W. 32ND STREET RIGHT OF WAY WIDTH VARIES
S.W. 6TH AVENUE (F) SUNRISE DRIVE (F) 80' RIGHT OF WAY WIDTH VARIES
S.W. 5TH AVENUE (F) SUNRISE DRIVE (F) 80' RIGHT OF WAY WIDTH VARIES
S.W. 4TH AVENUE (F) 80' RIGHT OF WAY WIDTH VARIES
S.W. 28TH STREET (F) SUNRISE DRIVE (F) 80' RIGHT OF WAY WIDTH VARIES
ST. MARY'S PLACE (F) 50' RIGHT OF WAY (UNIMPROVED)
LAKEWOOD DRIVE (F) 50' RIGHT OF WAY (UNIMPROVED)
S.W. 2ND COURT (F) SHORELAND DRIVE (F) 50' RIGHT OF WAY (UNIMPROVED)
S.W. 1ST COURT (F) SHORELAND DRIVE (F) 50' RIGHT OF WAY (UNIMPROVED)
CSX TRANSPORTATION RAILROAD RIGHT OF WAY WIDTH VARIES
SOUTHWESTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION RAILROAD
NORTH BOUNDARY OF THE SOUTH 1/2 OF LOT 22, MCINTOSH SUBDIVISION
NORTH BOUNDARY OF LOT 4 MCINTOSH SUBDIVISION
EAST BOUNDARY OF LANDS DESCRIBED IN (O.R. BOOK 7036, PAGE 828)
N.E. CORNER OF LANDS DESCRIBED IN (O.R. BOOK 7036, PAGE 828)
N.W. CORNER OF LOT 7, BLOCK G LAKE LOUISE ESTATES
WEST BOUNDARY OF LOT 7, BLOCK G LAKE LOUISE ESTATES
NOT INCLUDED PARCEL NO. 30985-000-04 LANDS DESCRIBED IN (O.R. BOOK 7036, PAGE 828)
PARCEL NO. 30609-007-14
PARCEL NO. 30609-007-06
PARCEL NO. 30609-007-19
PARCEL NO. 30607-002-00
PARCEL NO. 30787-001-00
PARCEL NO. 30787-000-00
PARCEL NO. 30785-000-00
PARCEL NO. 30901-000-01
PARCEL NO. 30784-000-00
LOT 1 PARCEL NO. 3060-007-001 NOT INCLUDED
LOT 6 PARCEL NO. 3060-007-006 NOT INCLUDED
LOT 2 PARCEL NO. 3060-007-002 NOT INCLUDED
LOT 3 PARCEL NO. 3060-007-003 NOT INCLUDED
LOT 4 PARCEL NO. 3060-004-004 NOT INCLUDED
LOT 5 PARCEL NO. 3060-004-005 NOT INCLUDED
LOT 6 PARCEL NO. 3060-004-006 NOT INCLUDED
S.W. CORNER OF LOT 2, BLOCK G LAKE LOUISE ESTATES
S.W. CORNER OF LOT 10, BLOCK C LAKE LOUISE ESTATES
LAKE LOUISE ESTATES PLAT BOOK 7, PAGE 114
LAKE LOUISE MANOR PLAT BOOK C, PAGE 38
LAKE LOUISE ESTATES PLAT BOOK F, PAGE 114
FIRST ADDITION TO LAKE LOUISE MANOR PLAT BOOK E, PAGE 61
15' DRAINAGE & UTILITY EASEMENT (ALL SIDE AND REAR LOT LINES) (PER PLAT) (TYPICAL)
50' FLORIDA POWER CORPORATION EASEMENT (PER DEED BOOK 264, PAGE 208)
NOT INCLUDED PARCEL NO. 3060-003-001 LANDS DESCRIBED IN (O.R. BOOK 8164, PAGE 1048)
NOT INCLUDED PARCEL NO. 3060-001-001 CITY OF OCALA DRAINAGE RETENTION AREA #5 LANDS DESCRIBED IN (O.R. BOOK 4037, PAGE 1322)
NOT INCLUDED PARCEL NO. 3060-001-012 CITY OF OCALA LANDS DESCRIBED IN (O.R. BOOK 8162, PAGE 798)
EAST BOUNDARY OF LANDS DESCRIBED IN (O.R. BOOK 8162, PAGE 798)
PARCEL 5 OF LANDS DESCRIBED IN (O.R. BOOK 6643, PAGE 228)
EAST BOUNDARY OF LAKE LOUISE ESTATES PLAT BOOK 7, PAGE 114
WEST BOUNDARY OF LAKE LOUISE MANOR PLAT BOOK C, PAGE 38
WEST BOUNDARY OF BLOCK C
WEST BOUNDARY OF BLOCK E
WEST BOUNDARY OF BLOCK F
WEST RIGHT OF WAY LINE OF S.W. 3RD AVENUE
EAST RIGHT OF WAY LINE OF MEMORY LANE
NORTH RIGHT OF WAY LINE OF S.W. 28TH STREET
SOUTH RIGHT OF WAY LINE OF SUNRISE DRIVE
NORTH RIGHT OF WAY LINE OF LAKEWOOD DRIVE
NORTH BOUNDARY OF DRAINAGE RETENTION AREA NO. 3
NORTH BOUNDARY OF BLOCK C
NORTH BOUNDARY OF LOT 13, BLOCK C
SOUTH BOUNDARY OF LOT 10, BLOCK C LAKE LOUISE ESTATES
SOUTH BOUNDARY OF LOT 13, BLOCK C
SOUTH RIGHT OF WAY LINE OF S.W. 1ST AVENUE
SOUTH RIGHT OF WAY LINE OF S.W. 31ST STREET
SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD
N.W. CORNER OF FIRST ADDITION TO LAKE LOUISE MANOR
N.E. CORNER OF LOT 1, BLOCK E FIRST ADDITION TO LAKE LOUISE MANOR
N.E. CORNER OF LOT 7, BLOCK F FIRST ADDITION TO LAKE LOUISE MANOR
NORTH BOUNDARY OF FIRST ADDITION TO LAKE LOUISE MANOR
S.E. CORNER OF LOT 7, BLOCK F FIRST ADDITION TO LAKE LOUISE MANOR
S.E. CORNER OF LOT 10 BLOCK A
S.E. CORNER OF LOT 13, BLOCK C
N.W. CORNER OF LOT 13, BLOCK C
S.W. CORNER OF LOT 13, BLOCK C
S.W. CORNER OF LOT 1, BLOCK C
S.W. CORNER OF LOT 2, BLOCK C
S.W. CORNER OF LOT 3, BLOCK C
S.W. CORNER OF LOT 4, BLOCK C
S.W. CORNER OF LOT 5, BLOCK C
S.W. CORNER OF LOT 6, BLOCK C
S.W. CORNER OF LOT 7, BLOCK C
S.W. CORNER OF LOT 8, BLOCK C
S.W. CORNER OF LOT 9, BLOCK C
S.W. CORNER OF LOT 10, BLOCK C
S.W. CORNER OF LOT 11, BLOCK C
S.W. CORNER OF LOT 12, BLOCK C
S.W. CORNER OF LOT 13, BLOCK C
S.W. CORNER OF LOT 14, BLOCK C
S.W. CORNER OF LOT 15, BLOCK C
S.W. CORNER OF LOT 16, BLOCK C
S.W. CORNER OF LOT 17, BLOCK C
S.W. CORNER OF LOT 18, BLOCK C
S.W. CORNER OF LOT 19, BLOCK C
S.W. CORNER OF LOT 20, BLOCK C
S.W. CORNER OF LOT 21, BLOCK C
S.W. CORNER OF LOT 22, BLOCK C
S.W. CORNER OF LOT 23, BLOCK C
S.W. CORNER OF LOT 1, BLOCK D
S.W. CORNER OF LOT 2, BLOCK D
S.W. CORNER OF LOT 3, BLOCK D
S.W. CORNER OF LOT 4, BLOCK D
S.W. CORNER OF LOT 5, BLOCK D
S.W. CORNER OF LOT 6, BLOCK D
S.W. CORNER OF LOT 7, BLOCK D
S.W. CORNER OF LOT 8, BLOCK D
S.W. CORNER OF LOT 9, BLOCK D
S.W. CORNER OF LOT 10, BLOCK D
S.W. CORNER OF LOT 11, BLOCK D
S.W. CORNER OF LOT 12, BLOCK D
S.W. CORNER OF LOT 13, BLOCK D
S.W. CORNER OF LOT 14, BLOCK D
S.W. CORNER OF LOT 15, BLOCK D
S.W. CORNER OF LOT 16, BLOCK D
S.W. CORNER OF LOT 17, BLOCK D
S.W. CORNER OF LOT 18, BLOCK D
S.W. CORNER OF LOT 19, BLOCK D
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SANCHEZ GRANT, TOWNSHIP 15 SOUTH, RANGE 22 EAST
MARION COUNTY, FLORIDA



LEGEND *UNLESS OTHERWISE NOTED*

- ℄ = *CENTERLINE OF RIGHT OF WAY*
- *C.B.* = *CHORD BEARING*
- *O.R.* = *OFFICIAL RECORDS OF MARION COUNTY*
- ■ = *FOUND 4" x 4" CONCRETE MONUMENT (MOORHEAD ENGINEERING)*
- ⊡ = *FOUND 4" x 4" CONCRETE MONUMENT (NO IDENTIFICATION)*
- ● = *FOUND 5/8" IRON ROD & CAP – LB 7389*
- ○ = *FOUND 5/8" IRON ROD & CAP – C&A 2093*
- ○ = *FOUND 1" IRON PIPE*
- ⊙ = *FOUND NAIL*
- ○ = *SET 5/8" IRON ROD & CAP – LB 5091*
- *(F)* = *FIELD MEASUREMENT*
- *(D)* = *DEED DIMENSION*
- *(P)* = *PLAT DIMENSION*
- *(F)* = *CALCULATED DIMENSION*
- ⊕ = *SANITARY CLEANOUT*
- Ⓢ = *SANITARY MANHOLE*
- Ⓓ = *DRAINAGE MANHOLE*
- ▤ = *STORM DRAINAGE GRATE*
- Ⓒ = *CABLE BOX*
- Ⓣ = *TELEPHONE BOX*
- Ⓔ = *ELECTRIC BOX*
- ☼ = *METAL LIGHT POLE*
- ⌀ = *WOOD POWER POLE*
- ⏚ = *GUY ANCHOR*
- Ⓦ = *WATER METER*
- ⋈ = *WATER VALVE*
- ⋈ = *FIRE HYDRANT*
- ✉ = *MAILBOX*
- ▭ = *SIGN*
- *P.V.C.* = *POLYVINYL CHLORIDE*
- *R.C.P.* = *REINFORCED CONCRETE PIPE*
- *C.M.P.* = *CORRUGATED METAL PIPE*
- —A/E— = *AERIAL ELECTRIC*
- — W — = *UNDERGROUND WATER MAIN*
- = *BROKEN LINE; NOT DRAWN TO SCALE*
- = *DENOTES CONCRETE*
- = *DENOTES ASPHALT*

NOTES:

1. *DATE OF FIELD SURVEY: DECEMBER 5, 2024.*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.*
5. *BEARINGS DEPICTED HEREON ARE GRID BEARINGS, WEST FLORIDA ZONE, NAD–83 (CORS96) EPOCH:2002.0000), BASED ON TRIMBLE VIRTUAL REFERENCE STATION NETWORK.*
6. *VERTICAL DATUM BASED ON CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINT 0026, ELEVATION 142.73', NAVD–88.*
7. *ANY INTENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.*
8. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
9. *THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.*
10. *THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.*

CURVE TABLE			
CURVE-1:	DELTA = 33°44'24"	RADIUS = 1150.00'	ARC = 677.20'	CHORD = 667.46'	C.B. = N.57°28'54"E.
CURVE-2:	DELTA = 71°56'59"	RADIUS = 50.00'	ARC = 62.79'	CHORD = 58.74'	C.B. = S.36°16'21"W.
CURVE-3:	DELTA = 15°18'20"	RADIUS = 1200.00'	ARC = 320.56'	CHORD = 319.61'	C.B. = S.64°36'03"W.
CURVE-4:	DELTA = 123°20'37"	RADIUS = 50.00'	ARC = 107.64'	CHORD = 88.02'	C.B. = N.61°22'49"W.
CURVE-5:	DELTA = 138°09'43"	RADIUS = 37.50'	ARC = 90.43'	CHORD = 70.06'	C.B. = N.20°36'26"W.
CURVE-6:	DELTA = 89°22'36"	RADIUS = 50.84'	ARC = 79.31'	CHORD = 71.51'	C.B. = S.45°03'04"E.
CURVE-7:	DELTA = 89°21'50"	RADIUS = 100.84'	ARC = 157.28'	CHORD = 141.82'	C.B. = S.45°03'49"E.
CURVE-8:	DELTA = 102°37'52"	RADIUS = 50.00'	ARC = 89.56'	CHORD = 78.06'	C.B. = S.38°25'43"E.
CURVE-9:	DELTA = 77°08'37"	RADIUS = 292.00'	ARC = 393.15'	CHORD = 364.12'	C.B. = S.52°00'51"W.
CURVE-10:	DELTA = 07°35'13"	RADIUS = 950.00'	ARC = 125.79'	CHORD = 125.70'	C.B. = S.77°59'31"W.
CURVE-11:	DELTA = 89°21'50"	RADIUS = 50.84'	ARC = 79.29'	CHORD = 71.50'	C.B. = N.45°03'49"W.
CURVE-12:	DELTA = 90°38'02"	RADIUS = 49.17'	ARC = 77.78'	CHORD = 69.92'	C.B. = N.44°56'02"E.

LINE TABLE		
LINE	BEARING & DISTANCE	
L-1	N.00°09'34"E. 104.61'	
L-2	N.00°09'34"E. 98.99'	
LINE-3	S.89°44'48"E. 135.70'	
L-4	S.77°06'43"E. 50.00'	
LINE-5	S.06°27'54"W. 100.59'	
LINE-6	S.15°27'44"W. 104.54'	
LINE-7	N.19°02'32"E. 91.14'	
L-8	N.61°11'52"W. 60.87'	
L-9	N.31°58'50"E. 12.84'	
L-10	S.76°59'18"E. 27.56'	
L-11	S.82°11'52"E. 84.35'	
L-12	S.76°07'49"E. 37.97'	
L-13	S.84°43'50"E. 50.56'	
L-14	N.20°14'43"E. 72.40'	
L-15	N.21°10'52"E. 82.18'	
L-16	N.72°50'43"E. 110.60'	
L-17	S.62°35'17"E. 33.52'	
L-18	N.18°44'03"E. 26.86'	
L-19	N.31°39'00"W. 58.12'	
L-20	N.16°22'51"W. 34.97'	
L-21	N.10°20'51"W. 15.09'	
L-22	N.03°02'30"W. 57.19'	
L-23	N.89°46'03"W. 108.42'	
L-24	S.75°20'00"W. 13.08'	
L-25	N.83°42'24"W. 126.02'	
L-26	N.27°16'40"W. 11.13'	
LINE-27	S.00°21'08"E. 124.73'	
LINE-28	N.89°44'48"W. 159.72'	

DESCRIPTION:

PARCEL 3

PORTION OF LOT 10, BLOCK A; PORTIONS OF LOTS 7 AND 8, BLOCK C; ALL OF LOTS 9 AND 10, BLOCK C; LOTS 1 THROUGH 9, BLOCK E; LOTS 1 THROUGH 9, BLOCK F AND LOTS 7 THROUGH 14, BLOCK G, LAKE LOUISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK F, PAGE 114 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 1 THROUGH 5, BLOCK A; LOTS 1 THROUGH 23, BLOCK B; PORTIONS OF LOTS 1 THROUGH 3 AND LOT 4, BLOCK C, LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 58 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LOTS 5 THROUGH 12, BLOCK C; LOTS 1 THROUGH 21, BLOCK D, FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 61 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND A PORTION OF THE NORTH 100 FEET OF LOT 4 AND A PORTION OF THE SOUTH 1/2 OF LOT 22 OF MCINTOSH SUBDIVISION OF WEST 1/2 OF THE SANCHEZ GRANT, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK E, PAGE 4 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND A PORTION OF PARCEL 5 "LAKE LOUISE" AS RECORDED IN OFFICIAL RECORDS BOOK 6643, PAGE 228 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE N.W. CORNER OF LOT 7, BLOCK D OF SAID LAKE LOUIS ESTATES; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 7 AND THE EXTENSION THEREOF, S.89°36'30"E., A DISTANCE OF 310.66 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF S.W. 28TH STREET (SUNRISE DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 33°44'24" AND A CHORD BEARING AND DISTANCE OF N.57°28'54"E., 667.46 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 677.20 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE N.E. CORNER OF LOT 11, BLOCK C OF SAID LAKE LOUISE ESTATES; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, N.14°05'58"W., A DISTANCE OF 85.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID S.W. 28TH STREET, SAID POINT ALSO BEING THE INTERSECTION OF A NON–TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 71°56'59" AND CHORD BEARING AND DISTANCE OF S.36°16'21"W., 58.74 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 62.79 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 15°18'20" AND A CHORD BEARING AND DISTANCE OF S.64°36'03"W., 319.61 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 320.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 123°20'37" AND A CHORD BEARING AND DISTANCE OF N.61°22'49"W., 88.02 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 107.64 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF S.W. 6TH AVENUE (MEMORY LANE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST RIGHT OF WAY LINE, N.00°17'48"E., A DISTANCE OF 1280.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 138°09'43" AND CHORD BEARING AND DISTANCE OF N.20°36'26"W., 70.06 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 90.43 FEET TO THE S.W. CORNER OF LOT 7, BLOCK G OF AFOREMENTIONED LAKE LOUISE ESTATES; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG THE WEST BOUNDARY OF SAID LOT 7, N.00°09'34"E., A DISTANCE OF 104.61 FEET TO THE N.W. CORNER OF SAID LOT 7; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7036, PAGE 828 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, N.00°09'34"E., A DISTANCE OF 98.99 FEET TO THE N.E. CORNER OF SAID LANDS, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF LOT 4 OF AFOREMENTIONED MCINTOSH SUBDIVISION; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF SAID LOT 4 AND THE NORTH BOUNDARY OF THE SOUTH 1/2 OF LOT 22 OF SAID MCINTOSH SUBDIVISION, S.89°35'16"E., A DISTANCE OF 535.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX TRANSPORTATION RAILROAD (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH BOUNDARIES, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: S.46°43'10"E., A DISTANCE OF 526.19 FEET; THENCE S.47°15'02"E., A DISTANCE OF 36.70 FEET; THENCE S.42°13'07"W., A DISTANCE OF 5.00 FEET; THENCE S.52°00'38"E., A DISTANCE OF 292.29 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 3RD AVENUE (CENTRAL AVENUE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, ALONG THE WEST RIGHT OF WAY LINE OF SAID S.W. 3RD AVENUE, S.00°13'57"W., A DISTANCE OF 1470.26 FEET TO THE N.W. CORNER OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID S.W. 29TH STREET ROAD, S.89°44'50"E., A DISTANCE OF 527.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 1ST COURT (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.84 FEET, A CENTRAL ANGLE OF 89°22'36" AND A CHORD BEARING AND DISTANCE OF S.45°03'04"E., 71.51 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 79.31 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, S.00°22'57"E., A DISTANCE OF 449.20 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.84 FEET, A CENTRAL ANGLE OF 89°21'50" AND A CHORD BEARING AND DISTANCE OF S.45°03'49"E., 141.82 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 157.28 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 31ST STREET (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°44'48"E., A DISTANCE OF 135.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 102°37'52" AND A CHORD BEARING AND DISTANCE OF S.38°25'43"E., 78.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.56 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF S.W. 1ST AVENUE (IDLEWOOD DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 292.00 FEET, A CENTRAL ANGLE OF 77°08'37" AND CHORD BEARING AND DISTANCE OF S.52°00'51"W., 364.12 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 393.15 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°59'59"W., A DISTANCE OF 335.41 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF S.W. 2ND COURT (SHORELAND DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, ALONG SAID WEST RIGHT OF WAY LINE, N.00°03'55"E., A DISTANCE OF 218.74 FEET TO THE N.E. CORNER OF LOT 13, BLOCK C OF AFOREMENTIONED FIRST ADDITION TO LAKE LOUISE MANOR; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH BOUNDARY OF SAID LOT 13, N.89°30'15"W., A DISTANCE OF 156.33 FEET TO THE N.W. CORNER OF SAID LOT 13; THENCE DEPARTING THE NORTH BOUNDARY OF SAID LOT 13, ALONG THE WEST BOUNDARY OF BLOCK C OF SAID FIRST ADDITION TO LAKE LOUISE MANOR THE FOLLOWING TWO (2) COURSES: S.06°27'54"W., A DISTANCE OF 100.59 FEET; THENCE S.16°57'44"W., A DISTANCE OF 104.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF S.W. 32ND STREET PER "SE/SW 31ST STREET RIGHT OF WAY MAP" AS RECORDED IN RIGHT OF WAY MAP BOOK 1, PAGE 65 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE WEST BOUNDARY OF SAID BLOCK C, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°44'06"W., A DISTANCE OF 414.25 FEET TO THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8162, PAGE 798 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG SAID EAST BOUNDARY THE FOLLOWING FOUR (4) COURSES: N.12°35'46"W., A DISTANCE OF 271.73 FEET; THENCE N.19°02'32"E., A DISTANCE OF 91.14 FEET; THENCE N.28°48'08"E., A DISTANCE OF 175.08 FEET; THENCE N.61°11'52"W., A DISTANCE OF 60.87 FEET TO THE S.E. CORNER OF LOT 10, BLOCK A OF AFOREMENTIONED LAKE LOUISE ESTATES, SAID POINT ALSO BEING A POINT ON THE NORTH BOUNDARY OF DRAINAGE RETENTION AREA NO. 5 AS DESCRIBED IN RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 4037, PAGE 1322 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING THE EAST BOUNDARY OF SAID LANDS, ALONG THE NORTH BOUNDARY OF SAID DRAINAGE RETENTION AREA NO. 5 AND NO. 3, N.58°08'36"W., A DISTANCE OF 239.74 FEET TO A POINT ON THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8164, PAGE 1048 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EAST BOUNDARY THE FOLLOWING NINETEEN (19) COURSES: N.31°58'50"E., A DISTANCE OF 12.84 FEET; THENCE S.76°59'18"E., A DISTANCE OF 27.56 FEET; THENCE S.82°11'52"E., A DISTANCE OF 84.35 FEET; THENCE S.76°07'49"E., A DISTANCE OF 37.97 FEET; THENCE S.84°43'50"E., A DISTANCE OF 50.56 FEET; THENCE N.20°14'43"E., A DISTANCE OF 72.40 FEET; THENCE N.21°10'52"E., A DISTANCE OF 82.18 FEET; THENCE N.72°50'43"E., A DISTANCE OF 110.60 FEET; THENCE S.62°35'17"E., A DISTANCE OF 33.52 FEET; THENCE N.18°44'03"E., A DISTANCE OF 26.86 FEET; THENCE N.31°39'00"W., A DISTANCE OF 58.12 FEET; THENCE N.16°22'51"W., A DISTANCE OF 34.97 FEET; THENCE N.10°20'51"W., A DISTANCE OF 15.09 FEET; THENCE N.03°02'30"W., A DISTANCE OF 57.19 FEET; THENCE N.89°46'03"W., A DISTANCE OF 108.42 FEET; THENCE S.75°20'00"W., A DISTANCE OF 13.08 FEET; THENCE N.27°16'40"W., A DISTANCE OF 293.29 FEET; THENCE N.83°42'24"W., A DISTANCE OF 126.02 FEET; THENCE N.27°16'40"W., A DISTANCE OF 11.13 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 10, BLOCK C OF THE AFOREMENTIONED LAKE LOUISE ESTATES, SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 07°35'13" AND CHORD BEARING AND DISTANCE OF S.77°59'31"W., 125.70 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTH BOUNDARY, A DISTANCE OF 125.79 FEET TO THE S.W. CORNER OF SAID LOT 10; THENCE DEPARTING THE SOUTH BOUNDARY OF SAID LOT 10, ALONG THE WEST BOUNDARY OF SAID LOT 10, N.15°36'16"W., A DISTANCE OF 199.67 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 60.18 ACRES, MORE OR LESS.

PARCEL 4

LOTS 1 THROUGH 4, BLOCK E; LOTS 7 THROUGH 13, BLOCK F, FIRST ADDITION TO LAKE LOUISE MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK G, PAGE 61 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; ALL LANDS LYING IN MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE N.E. CORNER OF AFOREMENTIONED LOT 1, BLOCK E, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE ALONG THE EAST BOUNDARY OF AFOREMENTIONED BLOCKS E AND F, S.00°18'15"E., A DISTANCE OF 424.57 FEET TO A POINT ON THE NORTH BOUNDARY OF LOT 9 OF SAID BLOCK F; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE NORTH BOUNDARY OF LOTS 7, 8, AND 9 OF SAID BLOCK F, S.89°41'09"E., A DISTANCE OF 894.89 FEET TO THE N.E. CORNER OF SAID LOT 7; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE EAST BOUNDARY OF SAID LOT 7, S.00°21'08"E., A DISTANCE OF 124.73 FEET TO THE S.E. CORNER OF SAID LOT 7, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF S.W. 31ST STREET (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY); THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°40'12"W., A DISTANCE OF 304.25 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N.89°44'48"W., A DISTANCE OF 159.72 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF S.W. 1ST COURT (SIESTA DRIVE)(PLAT) (BEING A FIFTY FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.84 FEET, A CENTRAL ANGLE OF 89°21'50" AND A CHORD BEARING AND DISTANCE OF N.45°03'49"W., 71.50 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 79.29 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N.00°22'57"W., A DISTANCE OF 449.22 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 49.17 FEET, A CENTRAL ANGLE OF 90°38'02" AND A CHORD BEARING AND DISTANCE OF N.44°56'02"E., 69.92 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 77.78 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF S.W. 29TH STREET ROAD; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°44'50"E., A DISTANCE OF 170.28 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 3.59 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

*I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY

-----Original Message-----
From: Adriana Rick <adrianarick@me.com>
Sent: Wednesday, May 27, 2026 7:37 PM
To: Janiece Lucky <jlucky@ocalafl.gov>
Subject: Opposition to Case ABR25-0008

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern

Department of Growth Management

I am writing regarding Case ABR25-0008 to formally express my strong opposition to this request and to any further development or approvals connected to this area.

I live near the subject property and have already witnessed significant environmental destruction in the area surrounding my home. Trees have been removed, natural land has been cleared, and wildlife has lost its habitat.

Since this clearing began, I have personally seen foxes, wild turkeys, raccoons, and other animals wandering through nearby properties after losing their natural environment. What was once a peaceful natural area has been heavily damaged.

I own neighboring land that I have intentionally preserved with trees and natural habitat because I believe wildlife deserves protection and safe space to survive. I will never sell that land, and I hope the city will consider the environmental impact that continued development is having on this community and its wildlife.

For these reasons, I strongly oppose this request and any additional actions that would further destroy the remaining natural area.

Please include my comments in the public record for this case.

Sincerely,

Adriana Rick

2815 SW 7th Ave

Ocala Fl

34471

Sent from my iPhone

File #: 2026-1715 Agenda Item #: 9c.

Submitted By: David Sablan

Presentation By: Aubrey Hale

Department: Growth Management

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

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub.

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Petitioner and Property Owner: David Hammar, York Hill Properties LC
- Agent: Sandon Wiechens, Wiechens Realty, Inc.

Key Points:

The petitioner is requesting to rezone 2.04 acres of property from O-1, Office, to B-2A, Limited Community Business.

Zoning and Land Use Factors for Consideration:

- The B-2A district contains a number of new uses that the O-1 district does not allow, such as, but not limited to, a broad mix of general retail, business service, eating or drinking establishments, health care, recreational, and educational uses.

- The subject property's access is from SE 17th Street, a minor arterial roadway.

- The surrounding area is comprised of a mixture of office and commercial properties along the SE 17th

Street and SE Magnolia Ave Extension/SE Lake Weir Avenue corridors.

FINDINGS AND CONCLUSIONS:

- Rezoning the property will not result in the creation of a non-conforming use or structure.
- The proposed B-2A zoning district is consistent with the subject property's current Low Intensity Future Land Use designation, the comprehensive plan, and land development regulations (pursuant to Section 122-244 of the Code of Ordinances).
- The B-2A zoning district is compatible with and complimentary to the surrounding uses and O-1, SC, and RO zoning designations.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing on May 11, 2026, where they heard a presentation of the staff report and statements from the property owner's agent. The Planning and Zoning Commission had no further discussion, and there were no public comments. The Planning and Zoning Commission voted unanimously to approve the rezoning request, 7-0.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:
- P&Z Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-19

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM O-1, OFFICE DISTRICT TO B-2A, LIMITED COMMUNITY BUSINESS DISTRICT, FOR CERTAIN PROPERTY LOCATED AT 619 SE 17TH STREET (PARCEL 2917-002-000), APPROXIMATELY 2.04 ACRES (CASE NO. ZON26-0002); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as B-2A, Limited Community Business:

PARCEL NUMBER 2917-002-000

THAT PART OF LOT "H" OF CALDWELL'S ADDITION TO THE CITY OF OCALA, AS RECORDED IN PLAT BOOK "E", PAGE 4 AND IN DEED BOOK K, AT PAGE 741, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT H, THENCE EASTERLY ALONG NORTH BOUNDARY OF SAID LOT H, 230 FEET, THENCE SOUTHERLY PARALLEL TO THE WEST BOUNDARY OF SAID LOT H TO THE NORTH RIGHT-OF-WAY LINE OF 17TH STREET, SAID POINT BEING 30 FEET FROM AND AT RIGHT ANGLES TO THE CENTER LINE OF 17TH STREET (S464), THENCE N. 88° 11'05" W. ALONG SAID NORTH RIGHT OF WAY LINE 230 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF SAID LOT H, THENCE NORTHERLY ALONG SAID WEST BOUNDARY TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT ALONG THE WEST 25 FEET THEREOF.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida, hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from O-1, Office District, to B-2A, Limited Community Business District, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

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

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2026.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2026-19
Introduced:	6/16/2026
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Rezoning Staff Report

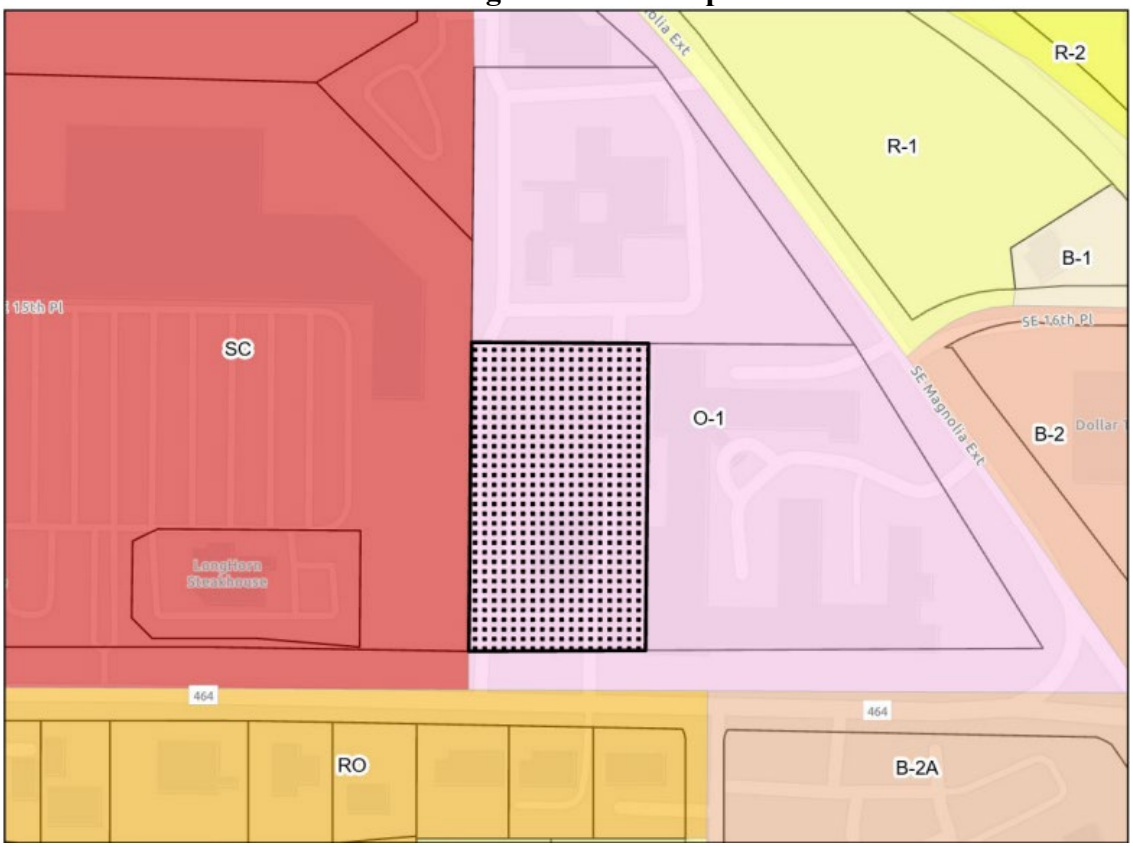
Case No. ZON26-0002
Planning & Zoning Commission: May 11, 2026
City Council (1st Reading): June 16, 2026
City Council (Adoption): July 7, 2026

Applicant:	David Hammar
Property Owner:	York Hill Properties, L.C.
Project Planner:	David Sablan, Planner II
Amendment Request:	Rezone from O-1, Office District, to B-2A, Limited Community Business District

Parcel Information

Acres:	±2.04 acres
Parcel(s)#:	2917-002-000
Location:	619 SE 17th Street
Existing use:	Specialty Retail and Pharmacy
Future Land Use Designation:	Low Intensity
Zoning Designation:	O-1, Office
Special District(s)/Plan(s):	N/A
Approved Agreement(s):	N/A

Figure 1. Case Map



Section 1 - Applicant Request

The applicant is requesting a rezoning of 2.04-acres from O-1, Office, to B-2A, Limited Community Business.

The agent, Sandon Wiechens, Wiechens Realty, Inc., is representing the applicant in this request.

Section 2 - Background Information

The subject property encompasses approximately 2.04 acres. The current designations of the property are:

Zoning: **O-1, Office,** is intended to provide an area adjacent to arterial and major collector streets for the development of office uses and limited business services. This district is intended to be separate from the more intensive commercial and industrial areas, as well as ensure adequate design in order to maintain the character of the surrounding areas. Compatible commercial uses shall be permitted as accessory uses, but limited to a total of ten percent of the square footage of a permitted office building.

Future Land Use: **Low Intensity,** between 3 to 18 dwelling units per acre, a maximum of 0.75 floor area ratio (FAR).

The subject property was part of four-square miles comprising the original incorporated City Limits of Ocala According to City records, the property was developed in 1965 when the current ±5,000 square foot building was constructed. The current occupant of the building, Bitting's Pharmacy, Medical Equipment & Supplies, is classified as a specialty retail and pharmacy use. This is a permitted principal use in the O-1 zoning district. City records indicate Bitting's has been in operation at this location as early as 1987. The site has 59 parking spaces servicing the existing building. The subject property has a 25-foot-wide access easement along the western boundary that provides the Ocala Medical Park, located to the north of the subject property, access to SE 17th Street.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North	Low Intensity	O-1, Office	Ocala Medical Park
East	Low Intensity	O-1, Office	The Lodge Healthcare and Rehabilitation Center
South	Low Intensity	RO, Residential-Office	Law Office & Medical Office (across SE 17th Street)
West	Low Intensity	SC, Shopping Center	Churchill Square Shopping Center

The subject property is located along the north side of SE 17th Street, a minor arterial roadway, approximately 500-feet west of the intersection of SE 17th Street and South Magnolia Avenue Extension/SE Lake Weir Avenue. Access to the property is from SE 17th Street. The SE 17th Street

corridor between S Pine Ave and the SE Magnolia Ave Extension/SE Lake Weir Ave intersection features a mixture of retail, shopping center, professional and business office, medical office, and institutional uses.

As shown in Figure 1. Case Map the subject property is surrounded on two sides (north and east) by parcels with O-1 zoning. The property to the west is occupied by the Churchill Square shopping center and is zoned SC, Shopping Center. Across SE 17th Street to the south are several small professional and medical offices, which are zoned RO, Residential Office. Approximately 500 feet east of the intersection, SE 17th Street and SE Magnolia Ave Extension/SE Lake Weir Ave; properties are zoned B-2A, or B-2 Community Business on three corners of the intersection, the remaining corner contains O-1, of which the subject property is adjacent too.

Section 3 – Staff Analysis

This report reviews the proposed rezoning for alignment with the city's adopted, comprehensive plan, and relevant land development regulations. The current O-1 zoning is compliant with the comprehensive plan and applicable land development regulations. The request to rezone from O-1 to B-2A is not to fix any compliance issues, rather to expand the allowable uses from generally office oriented to a mix of office and general retail uses. As evidenced in the following consistency areas the B-2A appears to align with the applicable land development regulations and is a permitted zoning district within the comprehensive plan, Low Intensity future land use.

Consistency with Comprehensive Plan:

The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. *Future Land Use Element Policy 6.3: Low Intensity. The intent of the Low Intensity land use classification is to identify areas that are generally oriented towards the automobile as the primary mode of transportation, with pedestrian circulation and activity being generally less than High Intensity/Central Core and Medium Intensity/Special District districts. Low Intensity may contain a single use. Mixed use development is encouraged. Permitted uses include office, commercial, public, recreation, institutional, educational facilities and residential. Light industrial shall only be allowable in designated locations as specified in the Land Development code and must meet the intent of the Low Intensity category, including form and design guidelines as applicable. It is also the intent of this category to promote a walkable suburban form.*

   The form of buildings and development may be regulated for specified areas by a Form Based Code or corridor Overlay. Buildings may have larger setbacks from the street and public right-of-way than other mixed-use districts, as depicted in Figure E. Buildings may have surface parking between the building and the street, though rear and side yard parking is encouraged for non-residential uses, as depicted in Figure F. Low Intensity areas may have large open space areas such as community and regional parks, trails, or surface stormwater management facilities designed as amenities.

   Staff Comment:

   Commercial uses are permitted within the Low Intensity Future Land Use Category. The proposed B-2A zoning district pursuant to Sec.122-621 is, "intended for community businesses, including retail sales, personal and business services, and all office uses. No incidental use involving manufacturing processes shall be allowed in the B-2A zone. Businesses shall be based on walk-in trade, rather than delivery of supplies and large commodities." The subject property is located along a minor arterial roadway.

2. *Future Land Use Element Objective 14: The City shall continue existing regulations or adopt new*

regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions.

Staff Comment:

The requested rezoning is consistent with the existing future land use category of Low Intensity. The current development of the subject property and mix of surrounding retail, institutional and office uses are generally oriented towards the automobile as the primary mode of transportation.

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. Subsection 122-133(b)(1) - *The application requests to rezone to parcel or parcels that are a minimum of 30,000 square feet of area not separated by a right-of-way for a street, a street, or drainage retention area.*

   Staff Comment:

   The subject property is 2.04 acres (88,624 square feet) and therefore exceeds the minimum land area required for rezoning.

2. Section 122-244 - *District criteria: Zoning districts allowed under each land use classification.*

Low Intensity	R-1, R-1A, R-1AA, R-2, R-3, RZL, RBH-1, RBH-2, RBH-3, OH, RO, O-1, OP, B-1, B-1A, B-2, **B-2A**, B-4, B-5****, SC, M-1, M-2, G-U, INST, A-1***, PD, FBC

*** *As of June 1, 2014, a rezoning application for A-1 must be associated with an annexation case where a portion of the annexed property is already zoned A-1 in the county.*

**** *B-5 zoning shall be consistent with the low-intensity future land use classification for parcels located within the North Magnolia CRA Subarea boundary.*

Staff Comment:

The requested B-2A zoning district is consistent with the existing Low Intensity Future Land Use category.

3. Section 122-260 – *Buffers*

   Staff Comment:

   Buffers are required when higher intensity uses are adjacent to less intense uses. The existing use of subject property is not anticipated to change as a result of this request. Buffer requirements will be evaluated upon any further development or redevelopment of the property.

4. Section 122-286 – *Lot Requirements*

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)
Existing	O-1, Office	Intended to provide an area adjacent to arterial and major collector streets for the development of office uses and limited business services. This district is intended to be separate from the more intensive commercial and industrial areas, as well as ensure adequate design in order to maintain the character of the surrounding areas. Compatible commercial uses shall be permitted as accessory uses, but limited to a total of ten percent of the square footage of a permitted office building.	12,500	35-feet
Proposed	B-2A, Limited Community Business	Intended for community businesses, including retail sales, personal and business services, and all office uses. No incidental use involving manufacturing processes shall be allowed in the B-2A zone. Businesses shall be based on walk-in trade, rather than delivery of supplies and large commodities.	10,000	50-feet

Staff Comment:

The subject property, comprising 2.04-acres meets the minimum lot area (10,000 square feet) and the approximate 230 feet of frontage on SE 17th Street meets the minimum 100 feet lot width required for the B-2A zoning district. The maximum height of structures increases from 35 to 50feet.

5. Section 122-287 – *Table of permitted uses (see Exhibit A for full table)*

Staff Comment:

The site's current uses of, Specialty Retail and Pharmacy, are permitted in the B-2A zoning district; rezoning the property will not create a non-conforming use. The B-2A district contains a number of new uses that the O-1 district does not allow such as but not limited too; broad mix of general retail, business service, eating or drinking establishments, health care, recreational, and educational uses. However, the type and nature of potential new uses that would be permitted at this location upon rezoning to B-2A are consistent with the existing developments along the SE 17th Street corridor in this area.

6. Section 122-1010 – *Required number of spaces*

Staff Comment:

The subject property currently has 59 off-street parking spaces. Any expansion of the building or redevelopment of the site will be subject to the Site Plan review process and will be required to remain consistent with Section 122-1010.

Section 4 - Level of Service (LOS) Analysis

The benefit of LOS analysis for a zoning amendment is limited due to the lack of specific proposed development. While worst case buildout scenarios can be reviewed, they are typically unrealistic and provide significantly overstated impacts to public facilities. Further detailed LOS impact analysis will be required to address the specific proposed development as part of any subsequent application review. Improvements to the property that result in a net increase of 100 peak hour trips a traffic study will be required to analyze impacts on LOS.

Section 5 - Staff Findings and Recommendation

- Rezoning the property will not result in the creation of a non-conforming use or structure.
- The proposed B-2A zoning district is consistent with the subject property's current Low Intensity Future Land Use designation, the comprehensive plan and land development regulations (pursuant to Section 122-244 of the Code of Ordinances).
- The B-2A zoning district is consistent with the surrounding O-1, SC, and RO zoning designations.
- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

Staff Recommendation: Approval of ZON26-0002

Exhibit A. Permitted Uses Table

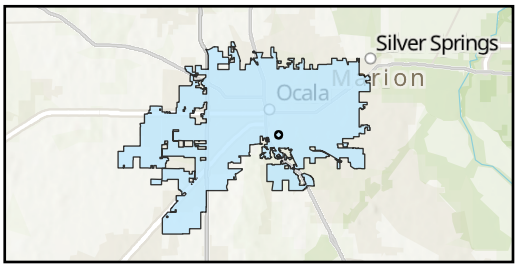
*Permitted by Special Exception

Permitted Use Type	O-1, Office	B-2A, Limited Community Business
Residential Operation	• Residence - gallery • Residence - office	• Bed and breakfast • Community residential home, maximum of twelve unrelated residents per single-family residential dwelling. • Fraternity or sorority house • Residence - gallery • Residence - office Rooming/boarding house
Residential Type	• Single-family dwelling	• Multifamily dwellings* • Single-family dwelling • Single-family (attached) dwelling unit • Two-family dwelling
General Retail	• Pharmacy • Specialty retail stores	• Auto Supply Store • Bakery Store • Department store • Drugstore • Electronics store • Furniture store • Garden and nursery sales • Grocery store • Hardware store • Home decorating store • Pharmacy • Specialty retail stores • Used merchandise store • Videotape store
Vehicular Sales		
Agricultural Use		
Business Service	• Parking garage (or structure)* • Parking lot*	• Equipment rental and leasing • General business service • Parking garage (or structure) • Parking lot • Radio/TV broadcasting facility
Eating or Drinking Establishment	• Alcoholic beverage establishment (on-premises consumption) • Restaurant (enclosed)	• Alcoholic beverage establishment (off-premises consumption) • Alcoholic beverage establishment (on-premises consumption) • Fast-food restaurant • Restaurant (enclosed)
Hospitality and Tourism	• Antique gallery/art gallery/museum	• Antique gallery/art gallery/museum • Conference center • Hotel/convention center • Motel
Office Use	• Financial institution	• Commercial photography (art and graphic

	• Photocopying and duplicating services • Professional and business office	design service) • Financial institution • Photocopying and duplicating services • Photofinishing laboratory • Prepackaged software services • Print shop • Professional and business office
Personal Service	• Funeral home and/or crematory* • Hairstyling shop	• Coin-operated laundry and dry cleaning • Emergency shelter • Hairstyling shop • Laundry and dry cleaning pickup establishment • Laundry and dry cleaning service • Major household repair establishment • Minor household repair establishment • Tattoo or body piercing establishment
Vehicular Service	• Drive-through facility (non-restaurant)	• Auto repair, minor • Automobile cleaning/detailing services • Drive-through facility (non-restaurant)
Community Service	• Day care facility* • Private club*	• Church/place of worship • Day care facility • Library • Private club
Educational Use	• Speech and language center/school	• Colleges/universities • Community education center • School, private elementary and secondary • Speech and language center/school • Vocational professional school
Recreational Use	• Physical fitness center	• Bowling center • Commercial recreation, indoor • Dance/art/music studio • Motion picture theaters (except drive-in) • Physical fitness center • Recreation facility, indoor
Public Use	• Park/open space area* • Post office (federal)	• Park/open space area* • Post office (federal)
Health Care Use	• Assisted living facility • Medical and dental laboratory • Medical and dental office on major and minor arterials • Medical and dental office on local and collector streets • Veterinarian office	• Assisted living facility • Medical and dental laboratory • Medical and dental office on major and minor arterials • Medical and dental office on local and collector streets • Transitional/recovery facility • Transitional treatment facility • Veterinarian office

Low-Impact Industrial Use		• Microbrewery/microdistillery

AERIAL MAP



Case Number: ZON26-0002

Parcel: 2917-002-000

Property Size: Approximately 2.04 Acres
Land Use Designation: Low Intensity
Zoning: O-1, Office
Proposal: Rezone from O-1 to B-2A

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Subject Property

Parcels

0 200 400 800 Feet

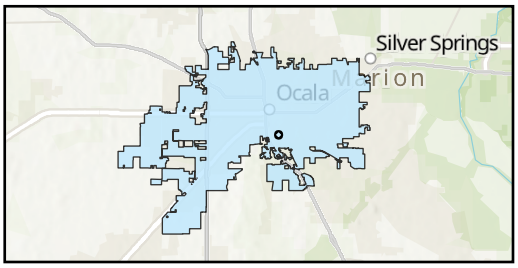
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OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Department
by ekrepps on 4/29/2026

CASE MAP

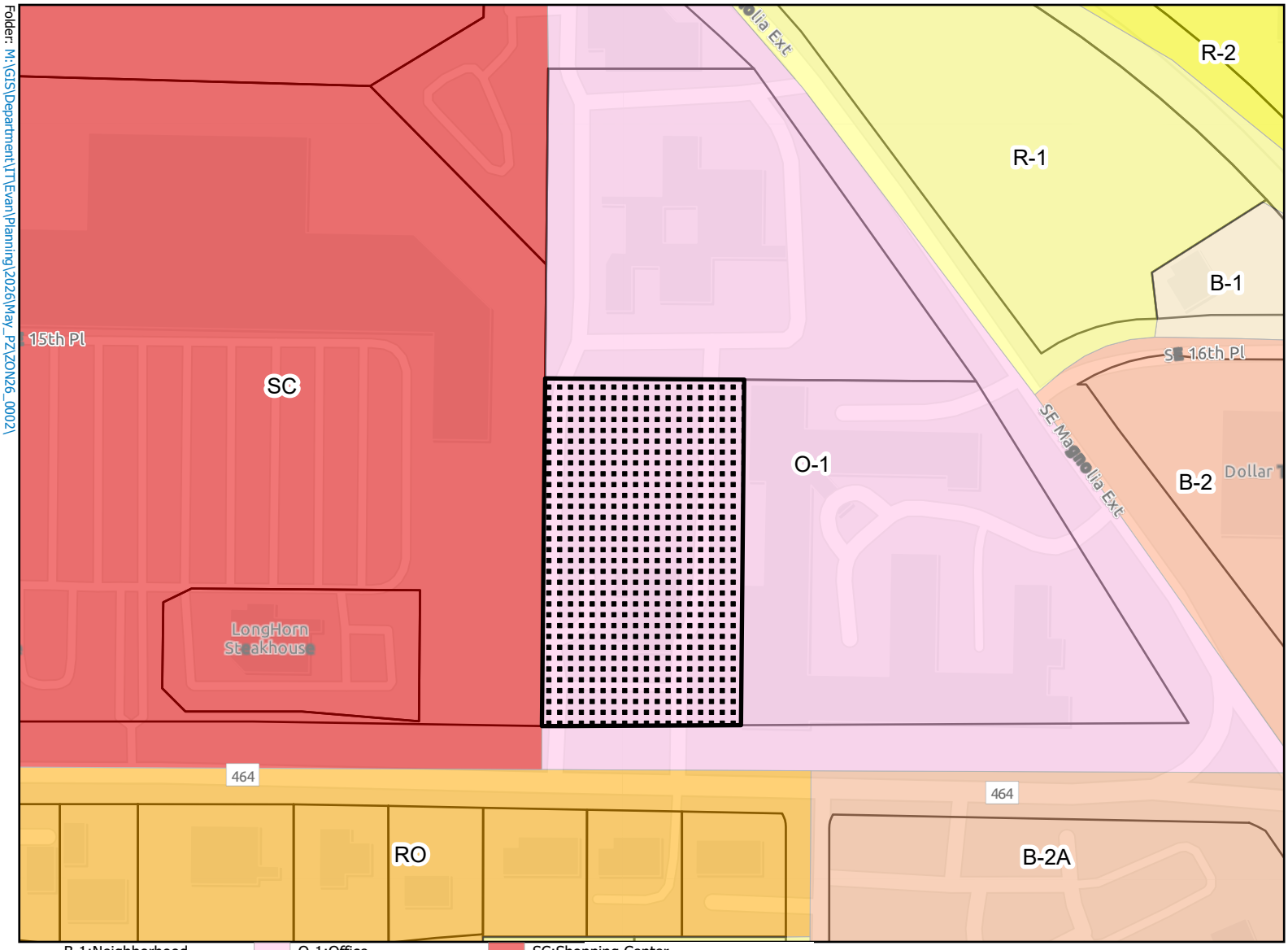


Case Number: ZON26-0002

Parcel: 2917-002-000

Property Size: Approximately 2.04 Acres
Land Use Designation: Low Intensity
Zoning: O-1, Office
Proposal: Rezone from O-1 to B-2A

Folder: M:\GIS\Department\IT\Evan\Planning\2026\May_PZ\ZON26_0002\



- B-1:Neighborhood Business
- B-2:Community Business
- B-2A:Limited Community Business
- O-1:Office
- R-1:Single Family Residential
- R-2:Two-Family Residential
- RO:Residential Office
- SC:Shopping Center
- Parcels
- Subject Property
- Subject Property

0 200 400 800 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Department by ekrepps on 4/29/2026

File #: 2026-1353 Agenda Item #: 10a.

Submitted By: TJ Fulmer

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Fourth amendment for a five-year renewal of the interlocal agreement with Marion County for the disposal of the City's household hazardous and electronic waste items, with a total contract value of $141,325

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
This interlocal agreement allows residents of the City of Ocala to dispose of household hazardous and electronic waste at no charge. City residents can dispose of these items at any Marion County disposal site, or at either of the two collection events held at the SW corner of NE Fourteenth Street and NE Eighth Avenue throughout the year. The City negotiated a flat fee of $28,265 per year with the County, regardless of the amount collected. The five-year contract expenditure is $141,325, up from the previous contract's expenditure of $123,251. This is an increase of 14.66 percent.

FINDINGS AND CONCLUSIONS:
Disposal of household hazardous and electronic waste is vital to maintaining a clean and safe environment. This agreement allows City residents to dispose of these items year-round, in addition to the City's two annual amnesty events, which provide safe disposal and reduce the number of improperly placed items in their household garbage.

Staff recommends approval of the Fourth Amendment and Renewal of the Interlocal Agreement with Marion County to provide household hazardous and electronic waste service for a five-year term, from July 7, 2026, through September 20, 2031, with one (1) optional five-year renewal.

FISCAL IMPACT:
Funding for this contract has been budgeted in 453-023-326-534-53-34010 for Fiscal Year 2026-27 in the amount of $28,265 and will be budgeted in 453-023-326-534-53-34010 for Fiscal Year 2027-28 through Fiscal

Year 2030-31 in the amount of $28,265 per year. The Agreement provides for potential yearly increases tied to the Consumer Price Index for all Urban Consumers (CPI-U).

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: 1DF37038-095A-827D-82B0-04E7AC4FAC8F

2017

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pederson (Last) Kassi (First) (Dept) Solid Waste - 4230

(Title) Fiscal Manager (Phone) 352-671-8485

Signature Kassi Pederson Digitally signed by Kassi Pederson Date: 2026.03.31 16:49:13 -04'00' Date 4/8/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☐ Approve as to Form
- ☐ RESUBMIT LRM No. _____
- ☐ Legal Opinion
- ☑ Other

Description of Request

I see the note on the LRM it states to enter new fee amount in section 3. Do we need to add the below language because this fee changes year to year?

The annual fee for the current fiscal year was $28,264.46, which the City has already paid. For the next fiscal year, the fee will be $28,264.46 plus the CPI increase for the period 10/2025–09/2026. In each subsequent year, the adjusted fee will continue to increase based on the applicable CPI for that fiscal year, with each increase compounding annually.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-265R

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☐ Linda Blackburn Asst. County Attorney
- ☒ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:

Date Received:

RECEIVED
By Wendy.Nalborczyk at 12:31 pm, Apr 08, 2026

- ☐ Approved as to form and legal sufficiency
- ☑ Approved with revisions: ☑ Suggested ☑ Completed
- ☐ Other:

Attorney Signature: Thomas Schwartz Date 4/8/26

Staff Signature: Completed Date: 4/8/26 Returned: ☑ Department ☐ Admin ☐ _____

Docusign Envelope ID: 1DF37038-095A-827D-82B0-04E7AC4FAC8F

FOURTH AMENDMENT AND RENEWAL OF INTERLOCAL AGREEMENT

THIS FOURTH AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT (this "Fourth Amendment") is entered into this _____ day of _____, 2026, by and between Marion County, a political subdivision of the State of Florida, located at 601 S.E. 25th Ave., Ocala, Florida, 34471, (the "County") and City of Ocala, a Florida municipal corporation, located at 110 SE Watula Ave., 3rd Floor, Ocala, FL, 34471, (the "City").

WITNESSETH;

WHEREAS , the parties entered into an Interlocal Agreement dated December 5, 2006, for County to dispose of City's household hazardous and electronic waste items and the parties entered into an Amendment and Renewal of the Interlocal Agreement dated June 21, 2011, a Second Amendment and Renewal on September 20, 2016, and a Third Amendment and Renewal on September 14th, 2021 (all agreements collectively the "Interlocal Agreement");

WHEREAS, during the renewed term of the Third Amendment and Renewal of the Interlocal Agreement dated September 14th, 2021, County has continued to incur increased costs in the processing and transport of the City's household hazardous waste and household electronic waste;

WHEREAS, the parties have agreed that moving forward during the fourth renewal term of the Agreement the fee paid to the County will be evaluated on an annual basis and adjusted utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0OOOSEHG- Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics, and the applicable period for the CPI analysis will be the prior fiscal year, i.e. October 1 through September 30. The County will invoice the City each November during the renewal term;

WHEREAS the Interlocal Agreement as amended is up for renewal;

WHEREAS, the Interlocal Agreement requires mandatory public records provisions pursuant to Chapter 119.0701, Florida Statutes; and,

WHEREAS the parties wish to amend the Interlocal Agreement to reflect the increased costs, and review and revise the fee paid on an annual basis, to renew the term, and comply with the statutorily imposed language, and, in consideration of the mutual covenants and conditions contained herein, it is hereby

AGREED that:

1. This Fourth Amendment shall amend and become a part of the Interlocal Agreement.

Docusign Envelope ID: 1DF37038-095A-827D-82B0-04E7AC4FAC8F

2. Article III CHARGES AND PAYMENT. Section 3.1 of the Interlocal Agreement is hereby amended to read as follows:

3. Payment of Fees by City. Commencing on the date of this Fourth Amendment and for the term of the Interlocal Agreement as renewed pursuant to paragraph "4" below, City shall pay **$28,264.46** annually for City's participation in the household electronic waste and household hazardous waste delivered into the system by City residents or City's Residential Sanitation Supervisor. Fees shall be reviewed on an annual basis no later than 90 days prior to the renewal date utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0000SEHG-Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics. The annual payment invoice shall be due and payable by City no later than the 25th day of the month in which the invoice is submitted to City. County hereby acknowledges receipt of $28,264.46 for the current fiscal year. For illustrative purposes, for the next fiscal year, the fee will be $28,264.46 plus the CPI increase for the period 10/2025-9/2026. In each subsequent year, the adjusted fee will continue to increase based upon the applicable CPI increase for that fiscal year, with each increase compounding annually.

4. Article VII TERM OF AGREEMENT at Section 7.1 of the Interlocal Agreement is hereby deleted in its entirety and replaced as follows: 7.1. **Term.** The Interlocal Agreement shall continue to be in full force and effect from the date of execution set forth above until September 20, 2031, with one (1) additional five (5) year renewal option upon consent of both parties.

5. All other provisions and conditions of the Interlocal Agreement as amended shall remain in full and effect.

Remainder of page intentionally left blank. Signature page follows.

Docusign Envelope ID: 1DF37038-095A-827D-82B0-04E7AC4FAC8F

THEREFORE, the parties here to have caused these presents to be executed, the day and year first above written.

ATTEST:

Gregory C. Harrell
Clerk of the Court

FOR RELIANCE BY
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: Matthew Minter,
Marion County Attorney

MARION COUNTY, FLORIDA

By:
Carl Zalak III, Chairman
Board of County Commissioners

CITY OF OCALA, A MUNICIPAL CORPORATION

City Clerk

By:
President, Ocala City Council

Approve as to Form:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
City Attorney

Certificate Of Completion

Envelope Id: 1DF37038-095A-827D-82B0-04E7AC4FAC8F
Status: Completed
Subject: FOR SIGNATURE - (PWD 06-002) Interlocal Agreement for Hazardous and Electronic Waste Renewal
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/1/2026 9:52:24 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/1/2026 9:53:20 AM Viewed: 5/7/2026 12:58:46 PM Signed: 5/7/2026 12:59:15 PM

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	5/1/2026 9:53:20 AM
Certified Delivered	Security Checked	5/7/2026 12:58:46 PM
Signing Complete	Security Checked	5/7/2026 12:59:15 PM
Completed	Security Checked	5/7/2026 12:59:15 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.

THIRD AMENDMENT AND RENEWAL OF THE
INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT (this "Third Amendment") is entered into this 14th day of September, 2021, by and between Marion County, a political subdivision of the State of Florida, located at 601 S.E. 25th Ave., Ocala, Florida, 34471, (the "County") and City of Ocala, a Florida municipal corporation, located at 110 SE Watula Ave., 3rd Floor, Ocala, FL, 34471, (the "City").

WITNESSETH;

WHEREAS , the parties entered into an Interlocal Agreement dated December 5, 2006, for County to dispose of City's household hazardous and electronic waste items and the parties entered into an Amendment and Renewal of the Interlocal Agreement dated June 21, 2011 , and a Second Amendment and Renewal on September 20, 2016 (all agreements collectively the "Interlocal Agreement ");

WHEREAS, during the renewed term of the Second Amendment and Renewal of the Interlocal Agreement dated September 20, 2016, County has incurred increased costs of approximately 45% due primarily to the increased costs associated with the processing and transport of household hazardous waste, the increased cost to dispose of latex paint due to the closure of the Baseline Landfill; and the increased use of the Recycling Centers by residents of the City of Ocala;

WHEREAS, the parties have agreed that moving forward during the term of the Interlocal Agreement the fee paid to the County will be evaluated on an annual basis and adjusted utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0000SEHG- Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics;

WHEREAS, the Interlocal Agreement as amended is up for renewal;

WHEREAS, the Interlocal Agreement requires mandatory public records provisions pursuant to Chapter 119.0701, Florida Statutes; and,

WHEREAS, the parties wish to amend the Interlocal Agreement to reflect the increase costs, review and revise the fee paid on annual basis, renew the term, and comply with the statutorily imposed language, and, in consideration of the mutual covenants and conditions contained herein, it is hereby

AGREED that:

1. This Third Amendment shall amend and become a part of the Interlocal Agreement.

2. Article III CHARGES AND PAYMENT. Section 3.1 of the Interlocal Agreement is hereby amended to read as follows:

3.1. **Payment of Fees by City.** Commencing on the date of this Third Amendment and for the term of the Interlocal Agreement as renewed pursuant to paragraph "3" below, City shall pay **$24,650.13** annually for City's participation in the household electronic waste and household hazardous waste delivered into the system by City residents or City's Residential Sanitation Supervisor. Fees shall now be reviewed on an annual basis no later than 90 days prior to the renewal date utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0000SEHG- Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics. The annual payment invoice shall be due and payable by City no later than the 25th day of the month in which the invoice is submitted to City.

3. Article VII TERM OF AGREEMENT at Section 7.1 of the Interlocal Agreement is hereby deleted in its entirety and replaced as follows:

7.1 Term. The Interlocal Agreement shall continue to be in full force and effect until September 20, 2026, with one (1) additional five (5) year renewal option upon consent of both parties.

4. Section 5 of the Second Amendment and Renewal of the Interlocal Agreement dated September 20, 2016, is deleted in its entirety and replaced with the following:

Public Records.

A. **IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE INTERLOCAL AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Office of Public Relations
601SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: Public Relations@MarionFl.org

B. **IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THE INTERLOCAL AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Office of the City Clerk
110 SE Watula Ave. Ocala, FL 34471
Phone: 352-629-8266
Fax: 352-629-5208
Email: clerk@ocalafl.org

C. Failure by either party to comply with public records law shall be grounds for immediate unilateral cancellation of the Interlocal Agreement by the other party

5. All other provisions and conditions of the Interlocal Agreement shall remain in full and effect:

THEREFORE, the parties here to have caused these presents to be executed, the day and year first above written.

ATTEST:

Gregory C. Harrell
Clerk of the Court

MARION COUNTY, FLORIDA

By:
Jeff Gold, Chairman
Board of County Commissioners

For reliance by Marion County only,
approved as to form and legal sufficiency:

for Matthew Guy Minter, County Attorney

CITY OF OCALA, A MUNICIPAL CORPORATION

Attest: Angel B. Jacobs
Angel B. Jacobs
City Clerk

Justin Grabelle
President, Ocala City Council

Approve as to Form:

/s/ Robert W. Batsel, Jr.
Robert W. Batsel, Jr., City Attorney

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Third Amendment to Interlocal Agreement for.....
FILE NAME	FOR SIGNATURES - ...al Services -.pdf
DOCUMENT ID	d450e1af8fd4daae82dff3008fb948a79a925756
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Completed

Document History

SENT	**09 / 30 / 2021** 12:40:31 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**10 / 06 / 2021** 22:59:58 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 162.212.250.197
SIGNED	**10 / 06 / 2021** 23:02:37 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 162.212.250.197
VIEWED	**10 / 07 / 2021** 10:57:09 UTC-4	Viewed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 64.238.190.30
SIGNED	**10 / 07 / 2021** 10:57:21 UTC-4	Signed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 64.238.190.30

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 09/28/21

Subject: Renew Interlocal Agreement PWD/06-002 with Marion County

Submitted By: Darren Park

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 16126) renewal of a five-year agreement with Marion County for the disposal of the City's household hazardous and electronic waste items with a total contract value of $123,250.65

OCALA'S RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

This inter-local agreement allows for residents of the City of Ocala to dispose of household hazardous and electronic waste at no charge. City residents can dispose of these items at any of the Marion County disposal sites, or at either of the two (2) collection events (electronic only) held at the SW corner of NE 14th Street & NE Eighth Avenue throughout the year.

The City was able to negotiate a flat fee of $24,650.13 per year with the County, regardless of the amount collected. The previous contract's price was $17,002.44 per year. The five-year contract expenditure is $123,250.65, up from the previous contract's expenditure of $85,012.20. This is an increase of 44.98% from the previous contract amount.

FINDINGS AND CONCLUSIONS:

Disposal of household hazardous and electronic waste is vital to maintaining a clean and safe environment. This agreement allows City residents the opportunity to dispose of these items throughout the year in addition to the City's two annual amnesty events, that provide safe disposal and reduce the amount of improperly placed items in their household garbage for disposal.

Staff recommends Council approve the five year contract with Marion County to provide a valuable household hazardous and electronic waste service to our citizens.

FISCAL IMPACT:

Funding for this contract has been budgeted in 453-023-326-534-53-34010 for FY21-22 in the amount of $24,650.13 and will be budgeted for FY22-23 through FY25-26 in the amount of $24,650.13. The agreement provides for potential Consumer Price Index (CPI) yearly increases tied to the CPI for All Urban Consumers (CPI-U).

PROCUREMENT REVIEW:

This contract renewal has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:

The contract renewal has been reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Deny
- Table
- Direct Otherwise

SUPPORT MATERIALS:

Third Amendment to Interlocal Agreement (DOCX)

09-20-16 Item 7C1 - 2nd Amendment Renewal of the ILA - City of Ocala (PDF)

RENEWAL AGREEMENT (PDF)

ORIGINAL AGREEMENT (PDF)

PWD/ 06-002

SECOND AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT (this "Second Amendment") is entered into this 20th day of September 2016, by and between Marion County, a political subdivision of the State of Florida, located at 601 S.E. 25th Ave., Ocala, Florida, 34471, (the "County") and City of Ocala, a Florida municipal corporation, located at 110 SE Watula Ave., 3rd Floor, Ocala, FL, 34471, (the "City").

WITNESSETH;

WHEREAS, the parties entered into an Interlocal Agreement dated December 29, 2006, for County to dispose of City's household hazardous and electronic waste items and the parties entered into an Amendment and Renewal of the Interlocal Agreement dated June 21, 2011, (both agreements collectively the "Interlocal Agreement");

WHEREAS, during the renewed term of the Amendment and Renewal of the Interlocal Agreement dated June 21, 2011, County has incurred increased costs of approximately 6% for the electronics and hazardous waste processing, due primarily to Cathode Ray Tube electronics being assessed as lead based glass requiring County to remove and dispose of the glass; declining oil market causing used oil, previously a receivable for the County, to become a payable item for the County; increased costs associated with hazardous waste disposal; and, a rise in the volume of City's citizens disposing of hypodermic needles or other sharps known as the Sharp Program;

WHEREAS, the addresses of both parties for Notices as provided in the Interlocal Agreement requires updating;

WHEREAS, the Interlocal Agreement by its terms is up for renewal;

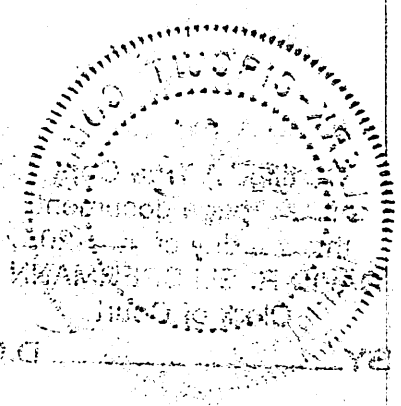
WHEREAS, the Interlocal Agreement requires mandatory public records provisions pursuant to Chapter 119.0701, Florida Statutes; and,

WHEREAS, the parties wish to amend the Interlocal Agreement to reflect the increase costs, update the addresses for notices, renew the term, and comply with the statutorily imposed language, and, in consideration of the mutual covenants and conditions contained herein, it is hereby

AGREED that:

1. This Second Amendment shall amend and become a part of the Interlocal Agreement.

Certified A True Copy
of 4 page document
this 20th day of Sept. 2016
DAVID R. ELLSPERMANN
Clerk of Court
BY C. Bonnissuto D.C.



2. Article III CHARGES AND PAYMENT. Section 3.1 of the Interlocal Agreement is hereby amended to read as follows:

3.1. **Payment of Fees by City.** Commencing on the date of this Second Amendment and for the term of the Interlocal Agreement as renewed pursuant to paragraph "4" below, City shall pay $17,002.44 annually for City's participation in the household electronic waste and household hazardous waste delivered into the system by City residents or City's Residential Sanitation Supervisor. Fees shall be renegotiated at the time of renewal by County or in accordance with the criteria set forth in the Interlocal Agreement. The annual payment invoice shall be due and payable by City no later than the 25th day of the month in which the invoice is submitted to City.

3. Article VI MISCELLANEOUS. Section 6.6 of the Interlocal Agreement is hereby amended to read as follows:

6.6. **Notices.** All notices required hereunder to either party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

City:	Director of Contracts 110 SE Watula Ave., 3rd Floor Ocala, FL, 34471
With copy to:	City Attorney 1531 SE 36th Ave. Ocala, FL 34471
County:	Marion County Administrator 601 SE 25th Ave. Ocala, Florida 34470
With copy to:	Marion County Attorney 601 SE 25th Ave. Ocala, Florida 34470
And email to:	Procurement@MarionCountyFL.org.

Copies also shall be provided by hand delivery or regular U.S. Mail to the on-site representatives of City and County.

4. Article VII TERM OF AGREEMENT. Section 7.1 of the Interlocal Agreement is hereby amended as follows:

7.1 **Term.** The Interlocal Agreement shall be in full force and effect from October 1, 2016 until September 30, 2021, with one (1) additional five (5) year renewal option upon consent of both parties.

5. **Public Records.**

A. **IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE INTERLOCAL AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Office of Public Information
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PIO@MarionCountyFL.org

B. **IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE INTERLOCAL AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Office of the City Clerk
110 SE Watula Ave.
Ocala, FL 34471
Phone: 352-629-8266
Fax: 352-629-5208
Email: clerk@ocalafl.org

C. Failure by either party to comply with public records law shall be grounds for immediate unilateral cancellation of the Interlocal Agreement by the other party

6. All other provisions and conditions of the Interlocal Agreement shall remain in full and effect.

THEREFORE, the parties here to have caused these presents to be executed, the day and year first above written.

MARION COUNTY, FLORIDA

By, _____

Kathy Bryant, Chairman
Board of County Commissioners

Attest: _____
David R. Ellsperman
Clerk of the Court

APPROVED AS TO FORM:

ELIZABETH ALT
Matthew Guy Minter, County Attorney

CITY OF OCALA, A MUNICIPAL CORPORATION

_____
James P. Hilty, Sr.
President, Ocala City Council

Attest: _____
Angel B. Jacobs
City Clerk

APPROVE AS TO FORM:

_____
Patrick G. Gilligan, City Attorney

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
September 6, 2016
DATE
OFFICE OF THE CITY CLERK

PDW/06-002

AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT

THIS INTERLOCAL RENEWAL AGREEMENT AND AMENDMENT is entered into this 21st day of June 2011 by and between Marion County, a political Subdivision of the State of Florida, having an office and place of business at 601 S.E. 25th Avenue Ocala Florida, 32671, hereinafter referred to as the "County" and the City of Ocala, a Florida municipal corporation, having a business address at 151 S.E. Osceola Avenue Ocala Florida, 34471, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County continues to investigate solid waste disposal issues in the County and the formulation of environmentally sound and economically viable solutions; and the parties hereto, in order to implement an effective household hazardous waste and household electronic waste program, and eliminate wasteful duplication and uneconomical operations it is desired that municipalities in the County enter into commitments to cooperate in addressing household hazardous and electronic waste management issues for the benefit of all residents of the City and the County; and

WHEREAS, City seeks assurance that the County will, during the term of this agreement, accept City's household hazardous waste and household electronic waste; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to affect the purposes of this agreement; and

WHEREAS, On December 19, 2006, the City entered into an interlocal agreement with the County to dispose of household hazardous and electronic waste items at the Baseline Landfill.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the **COUNTY**, and the **CITY** agree to further amend the agreement as set forth herein and to the renewal of the amended agreement for the term agreed to herein, and that they shall comply with and be bound by all of the terms of this amended agreement as follows:

Article III CHARGES AND PAYMENT. Section 3.1 is hereby amended to read as follows:

3.1 Payment of Fees by the City. Commencing on October 1, 2011 and continuing for the term of this Agreement Amendment , City shall pay $16,040.04 annually for City residents' participation in the household electronic waste and household hazardous waste delivered into the system by the City residents or its' Residential Sanitation Supervisors. The fee for participants shall be renegotiated at the time of renewal by the County or in accordance with the criteria set forth below. The annual payment invoice shall be due and payable by the City by the 25th day of the month in which the invoice is submitted to the City.

PWD/06-002

Article VI Miscellaneous. Section 6.6 is hereby amended to read as follows:

6.6 Notices. All notices required hereunder to either party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

If to the City:
Director of Public Works Department
City of Ocala
1805 NE 30th Avenue BLDG. 300
Ocala, Florida 34470

With copy to:
Purchasing Agent
City of Ocala
1805 NE 30th Avenue BLDG. 300
Ocala, Florida 34470

If to the County:
Marion County Administrator
601 SE 25th Avenue
Ocala, FL 32671

With a copy to:
Marion County Attorney
601 SE 25th Avenue
Ocala, FL 32671

Article VII TERM OF AGREEMENT. Section 7.1 is hereby amended as follows:

7.1 Term. This agreement shall be in full force and effect from October 1, 2011 until September 30, 2016, with two (2) additional five (5) year renewal options upon the consent of both parties.

Copies also shall be provided by hand delivery or regular U.S. Mail to the on-site representatives of the **CITY** and **COUNTY**.

Changes in the representative addresses to which such notices may be directed may be made from time to time by either part by notice to the other party.

All other provisions and conditions of the original agreement and all amendments thereto shall remain in full force and effect.

PWD/06-002

THEREFORE, the parties hereto have caused these presents to be executed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

By: _____
Stan McClain
Chairman

ATTEST:

_____
David R. Ellspermann, Clerk

Approved as to form and legality:

_____
Matthew Guy Minter, County Attorney

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA, A FLORIDA MUNICIPAL CORPORATION

_____
Daniel Owen
President, Ocala City Council

Approved as to form and legality

_____
~~Patrick G. Gilligan~~
~~City Attorney~~
W. James Gooding III
Assistant City Attorney

E:\CITY\Public Works\Solid Waste\Hazardous Waste Interlocal\Marion County Interlocal Agreement amendment redline 05.19.11.docx

ACCEPTED BY CITY COUNCIL
June 7, 2011
DATE
OFFICE OF THE CITY CLERK

PWD/06-002

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this 5th Day of December, 2006, by and between Marion County, a political Subdivision of the State of Florida, having an office and place of business at 601 S.E. 25th Avenue, Ocala, Florida, 32671, hereinafter referred to as the **"County"** and the City of Ocala, a Florida municipal corporation, having a business address at 151 SE Osceola Avenue, Ocala, Florida 34471, hereinafter referred to as the **"City"**.

WITNESETH

WHEREAS, the County continues to investigate solid waste disposal Issues in the County and the formulation of environmentally sound and economically viable solutions; and the parties hereto, in order to implement an effective household hazardous waste and household electronic waste program, and eliminate wasteful duplication and uneconomical operations it is desired that municipalities in the County enter into commitments to cooperate in addressing household hazardous and electronic waste management issues for the benefit of all residents of the City and County; and

WHEREAS, City seeks assurance that the County will, during the term of this Agreement, accept City's household hazardous waste, and household electronic waste; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to affect the purposes of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

ARTICLE I

DEFINITIONS

1.1 "***All Participants***" shall mean all municipalities in the County which enter into interlocal agreements for the delivery of household hazardous waste and household electronic waste to the system.

PWD/06-002

1.2 "***County Solid Waste Plan***" shall mean the County-wide solid waste management and disposal program adopted by the Marion County Board of County Commissioners.

1.3 "***Fiscal Year***" shall mean the fiscal year of the County.

1.4 "***Household Electronic Waste***" shall mean that household waste that includes answering machines, battery charges, computers, household sized copiers and fax machines, CD players, cell phones, telephones, digital clocks, keyboards, laptop computers, mouse, monitors, microwaves, computer peripheral items, printers, scanners, stereos, televisions, VCR & DVD players and other household electronic devices or devices containing a cathode ray tube.

1.5 ***"Household Hazardous Waste"*** shall mean that household waste that includes lawn and garden chemicals, oil and water base paints, strippers, and thinners, fluorescent bulbs, solvents, used oil and filters, gasoline, auto and rechargeable batteries, pool chemicals, propane tanks and aerosol cans.

1.6 "***Person***" shall mean any individual, firm, corporation, partnership, trust, governmental agency, or any other entity, or any group of such persons.

1.7 "***Point of Entry into the System***" shall mean that delivery site designated by the County for delivery of household hazardous waste and household electronic waste by City.

1.8 "***Recovered Materials***" shall mean those materials which have known recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

1.9 "***Recyclable Materials***" shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

1.10 "***Recycling***" shall mean any process by which solid waste or materials which would otherwise become solid waste are collected, separated or processed and reused or returned to use in the form of raw materials or products.

1.11 "***System***" shall men the County's overall, solid waste management and disposal system and every aspect thereof including, but not limited to, equipment, transfer and resource recovery facilities, and residue disposal sites acquired, constructed, closed or operated or to be acquired, constructed, closed or operated by the County or any agent, designee, or contractor in connection with the County Solid Waste Plan.

ARTICLE II

COUNTY UNDERTAKING AND DELIVERIES TO THE SYSTEM

2.1 **Commitment to Accept Household Hazardous Waste, Household Electronic Waste, and Limitation on Fees.**
Commencing on the effective date of this Agreement and for the term of this Agreement, the County agrees to accept, at the point of entry into the System, the City's residents and its Residential Sanitation Division Supervisor's delivery of household hazardous waste to the County's collection and disposal programs for household hazardous waste, and household electronic waste for the fees set forth in Section 3.1 et seq. below. City's commercially generated hazardous waste and electronic waste is not included in the terms of this agreement.

2.2 **Commitment to Deliver.** The City agrees that, commencing on the effective date of the Agreement and for the term of this Agreement, it will promote the delivery of its household electronic waste and household

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hazardous waste into the System. It is also noted, the City will promote the delivery of household hazardous waste and household electronic waste at the City's four planned amnesty day events.

2.3 **Annual User Cost.** The County agrees to provide to the City, a detailed cost analysis of its Solid Waste Management Disposal Program, thereby enabling the City to meet the State's annual solid waste management reporting requirements, as outlined at Section 403.7049 Florida Statutes and Section 62-708.500 (3), Florida Administrative Code.

ARTICLE III

CHARGES AND PAYMENT

3.1 **Payment of Fees by the City.** Commencing on the date of the Agreement and for the term of this Agreement, City shall cause to be paid the annual payment of $14,775.00 for City residents' participation in the household electronic waste and household hazardous waste delivered into the system by the City residents or its' Residential Sanitation Supervisor. The fee for participants shall be renegotiated at the time of renewal by the County or in accordance with the criteria set forth below. The County will invoice the City for the annual payment on the first day of the month following the date of the Agreement. The annual payment invoice shall be due and payable by the City by the 25th day of the month in which the invoice is submitted to the City.

3.2 **Basis of Fees for Participants.** The fees for City participants shall be determined by the County, such that the revenues to the County from the City, including without limitation, revenue from the sale of products, fees from participants and grants shall be sufficient to reimburse the County for all of its expenses, costs and obligations relating to the expense impact from City residents using the household hazardous waste and household electronic waste collection, recycling, and disposal events and facilities.

3.3 **Fee Changes.** The County shall give the City ninety (90) days written notification prior to the annual agreement date for purposes of renegotiation for the next annual payment. No fee change shall be made less than annually. Either party has the option to terminate the agreement if there is a failure to mutually agree on a change in the annual payment.

ARTICLE IV

ACCOUNTING, WEIGH SCALES, RECORDS & LOCAL OPERATIONS

4.1 **Accounting and Audit.** The County will account for its administration of the system as an enterprise fund separate and apart from its general operations. The County will keep proper books of records and account, in accordance with generally accepted accounting principles, consistently applied. Such books and records, together with all documents and materials relating to the system (other than such as may be subject to legal privilege) shall, at all reasonable times, be subject to inspection by City.

4.2 **Weight Scales and Records.** The County shall provide weight scales and/or other devices appropriate for determining the quantity, quality and other characteristics of household hazardous waste and household electronic waste. The County will make and keep appropriate records of such measurements, which records shall be available to the City for inspection at all reasonable times.

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ARTICLE V

FURTHER ASSURANCES

5.1 **Additional Actions**. The parties shall, in good faith, during the term of this Agreement take all such actions as may be necessary or appropriate to carry out the purposes of this Agreement including, without limitation, the enactment of legislation, resolutions, and the like. In addition to the foregoing and without limitation thereof to the extent that any fees to be paid by City shall or may be pledged in connection with the financing of any portion of the system that pertains to the disposal of the City's household hazardous waste and household electronic waste, the County and City shall use its best, good faith efforts to defend, preserve and protect such pledge of such fees.

5.2 **Cooperation.** The County and City shall use their mutual best, good faith efforts to cooperate as may be necessary or appropriate to carry out the purposes of this Agreement.

5.3 **Commitment to Pay Unconditional.** City agrees that so long as the County shall accept City's household electronic waste, and household hazardous waste, City shall make all aforesaid payments in the amount required.

5.4 **Point of Entry**. The County shall not change the existing Point of Entry without a 120 day written notice to the City. The County shall negotiate with the City to establish the annual electronic waste recycling day event location and date. The location of this annual event will be held within the City's boundaries. The City's household hazardous waste shall be accepted at the permanent Household Hazardous Waste Collection Center located within the County's Baseline Solid Waste Facility (5601 SE 66th Street, Ocala, Florida 34480).

ARTICLE VI

MISCELLANEOUS

6.1 **Effect of Breach**. Each party specifically recognizes that the other is entitled to bring suit for injunctive relief, mandamus, or specific performance or to exercise other legal or equitable remedies to enforce the obligations and covenants contained in the Agreement.

6.2 **Assignability**. The County may assign or pledge this Agreement in relation to the financing of the portion of the system which pertains to the disposal of the City's household hazardous waste and household electronic waste, but no other assignment of this Agreement shall be authorized or permitted by either party.

6.3 **Waiver Not to be Construed**. No waiver by the County or City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver or any pledge be deemed to constitute a waiver of any subsequent pledge, whether of the same or of a different section, subsection, paragraph, clause, phrase, word, or other provision of this Agreement required of it under this Agreement or by law. The failure of either party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements, or conditions in this Agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

6.4 **Amendments**. This Agreement being for the benefit of both parties may not be substantially amended without the concurrence of each party. Amendment shall be only by written agreement, duly authorized and executed.

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6.5 **Severability**. If any provision, paragraph, sentence, clause, or word of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement; and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, clause, or word had not been contained herein.

6.6 **Notices**. All notices required hereunder to either party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

AS TO THE COUNTY:
Marion County Administrator
601 SE 25th Avenue
Ocala, Florida 32671

With a Copy to:
Marion County Attorney
601 SE 25th Avenue
Ocala, Florida 32671

AS TO THE CITY:
City Manager
151 SE Osceola Avenue
Ocala, Florida, 34471

With a Copy to:
City Attorney
151 SE Osceola Avenue
Ocala, Florida, 34471

ARTICLE VII

TERM OF AGREEMENT

7.1 **Term**. This Agreement shall be in full force and effect from the date of execution set forth above until September 30, 2011, and may be renewed annually thereafter upon written consent of both parties.

7.2 **Termination**. The failure of any party to comply with the provisions of the agreement shall place that party in default. Prior to terminating the agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gives rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. This Agreement may be terminated by mutual agreement of the parties or by either party if there is a failure to reach a negotiated annual payment adjustment.

ATTEST:

DAVID R. ELLSPERMANN
CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

By: _____
STAN McCLAIN
CHAIRMAN

ATTEST:

VALERIE J. FORSTER
CITY CLERK

CITY OF OCALA

By: Mary S. Rich
MARY S. RICH
PRESIDENT, OCALA CITY COUNCIL

Approved as to form and legality:

PATRICK G. GILLIGAN ~~CITY ATTORNEY~~ Eric P. Gifford Assistant City Attorney

Approved as to Form
and Legal Sufficiency

County Attorney

ACCEPTED BY CITY COUNCIL
December 19, 2006
DATE
OFFICE OF THE CITY CLERK

File #: 2026-1466 Agenda Item #: 10b.

Submitted By: Shantel Bynes

Presentation By: Kenneth Jamerson

Department: Ocala Fiber Network

FORMAL TITLE:
Additional expenditures under the contract with Cogent Communications, Inc. for an aggregate expenditure of $439,600

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On May 16, 2023, the Council approved a three-year contract with Cogent Communications, Inc. to purchase 20 Gbps of internet bandwidth. The contract also included a month-to-month fee for provisioning IP addresses. The contract became effective on May 31, 2024, with a total value of $314,600.

FINDINGS AND CONCLUSIONS: Throughout the duration of the contract, IP addresses have become increasingly scarce, while customer demand has risen. Consequently, the market value of IP address allocations has surged significantly. In response to these market changes, Cogent has increased the monthly recurring charges for its IP addressing services. The increases have resulted in the need for additional funding of $125,000.

To secure current pricing, Cogent Communications, Inc. has agreed to amend the existing contract to convert the IP address service from month-to-month to a 12-month term.

Approval of the additional expenditures will increase the total contract value from $314,600 to $439,600.

FISCAL IMPACT:
The expenditure associated with Cogent Communications, Inc. (Contract 240330) will be paid from the account #490-031-290-539-53-34050 Other Services-Fiber for Resale

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

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.

2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer and Order Information

City of Ocala/Ocala Fiber Network

Customer Description	Netcentric / Wholesale
Order Date	16-Dec-2022
Customer Requested Service Date*	30-Jun-2023

* This date is the earliest Service Date requested by Customer. Billing starts on the Service Date. Installation of the Service is subject to the SLA and Product Rider. While COGENT may install the Service on the Requested Service Date, COGENT does not guarantee that the Service will be installed on that date.

Resell Customer (Name)	No
Agent Deal (Name)	No
Legacy Orders Termination*	No

* For all Legacy Orders listed in the SERVICE INFORMATION section below, CUSTOMER elects 1 of 3 options:
1) Immediate Termination,
2) Delayed Termination (up to 30 days),
3) No Termination – Month-to-Month (more than 30-day overlap), i.e., legacy orders will renew for successive Renewal Terms of one (1) month until terminated by Customer.

Service Information

Quoted Currency	USD	US Dollar

Service Parameters

Order ID	Order Type	Legacy Order(s)	Node ID	Service Interface	CDR (Mbps)	Initial Term (in months)	On/Off-Net	Billing Model	Burst Fee (per Mbps)	Installation Fee	Monthly Fee
3-001333490	New		2361056-214	10GE	10000	36	Off-Net	Flat	0.00000	2250.00	3210.00

Service Options

Note: IP Addresses Allocation, BGP, VLAN and LAG option orders always have an Initial Term of one (1) month.

IP Addresses Allocation Note: IPQ (and IARM Rider for Provider Independent resources) needs to be submitted w/ Order Form	Yes	Order ID	Order Type	Legacy Order(s)	Block Size - Total IPs		IP Version	Installation Fee	Monthly Fee
		3-001334191	New		/19		IPv4		2129.92
BGP Routing Note: LOA(s) issued by owners of Secondary ASN(s) need(s) to be submitted with Order Form.	Yes	Order ID	Order Type	Legacy Order(s)	ASN Owner	ASN	IP Version		
		3-001334195	New		City of Ocala/Ocala Fiber Network	30444	IPv4		50.00
VLAN(s) w/ static routing Note: LOA(s) issued by owners of Secondary IP(s) need(s) to be submitted with Order Form.	No	Order ID	Order Type	Legacy Order(s)	Comments		Port Order		
									0.00
Link Aggregation (LAG) (As described in Product Rider)	No	Order ID	Order Type	Legacy Order(s)	Services involved in LAG-bundle				
								0.00	
Expedite Delivery	No	As described in Product Rider						0.00	
Billing Options (As described in Product Rider)	No	Billing Method		Master Service		Other Involved Services			
Cabling (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00
Equipment (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00

Total Fees

	Installation Fee	Monthly Fee
Total Fees including Options	2250.00	5389.92

**If Customer has elected to be billed in a currency other than the currency used for the Quoted Price, the Quoted Price will be converted into the Billing Currency selected above on the date this Order is validated by COGENT. In performing the currency conversion on such date, COGENT will use the currency conversion rate as of the close of business for the previous day as set forth at www.oanda.com.

Billing Currency**	USD	United States - Dollar

Customer Initials: DS JPHS

2001

E8945D00E0638D66956127AD02AEEAB5

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.

2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer Service Delivery Information

Tenant/Datacenter Name	City of Ocala/Ocala Fiber Network
Node ID	2361056-214 *
Service Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US

* Service delivery always takes place at Cogent Demarcation Point as defined in the attached Product Rider.

Delivery Contact Name	Ken Jamerson
Telephone	(352) 401-3740
Cellphone	
Fax	
Email	kjamerson@ocalafl.org

Customer Contracting & Billing Information

Company Name	City of Ocala/Ocala Fiber Network
Billing Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US
Company Registr. Nr.	
Tax / VAT ID Number	
Request for consolidated billing (one account / invoice for multiple ports in the same country)*	No

* Consolidated billing requests must be reviewed and approved by Cogent.

Billing Contact Name	Mel Poole
Telephone	(352) 401-6905
Cellphone	
Fax	
Email	mpoole@ocalafl.org

Cogent Contact Information

Sales Office	Location	Minneapolis MN Sales Office - MIN2
	Address	HQ: 2450 N Street, NW Washington, DC 20037
	Phone	1-877-9COGENT
	Fax	202-338-8798
Service Provisioning		sd@cogentco.com
Customer Care		support@cogentco.com

Sales Account Manager	Name	Eric Gogerty
	Phone	+16122175506
	Email	egogerty@cogentco.com
Sales		sales@cogentco.com
Billing		billing@cogentco.com
Termination		terms@cogentco.com

Contract Documents

The entire Customer Subscriber Agreement (CSA), entered into between Customer and COGENT, is made up of the documents listed here. Capitalized terms are defined in the text of the Terms or Definition section of the Terms. All prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning such Services, are superseded. Customer certifies that the documents constituting the CSA are the documents and forms that have been supplied to Customer by Cogent and that Customer has made no changes to them.

(1) Order Form
(2) Terms, as attached (initialed by Customer) (For current customers, if Terms are not attached, the current Terms remain in force)
(3) SLA (http://www.cogentco.com/files/ps_internet/SLA_on_internet.pdf)
(4) Product Rider(s), as attached (signed by Customer)
(5) Any other Rider or Addendum, as attached (signed by Customer)

Notes

Notwithstanding Section 1.2 of the Terms, at the end of the Initial Term, the Service ordered hereunder will renew on the same price, terms and conditions for successive month-to-month Renewal Terms unless and until terminated or amended as provided in the CSA.

Customer acknowledges that COGENT has informed it that the installation of the Service ordered hereunder will be longer than the timeframe specified in the SLA, and Customer accepts such longer time frame and waives the installation guarantee set forth in the SLA with respect to the Service ordered hereunder.

Approved as to form and legality:

DocuSigned by:
William E. Sexton
William E. Sexton, Esq.
City Attorney

ATTEST:

DocuSigned by:
Angel B. Jacobs
Angel Jacobs
City Clerk

SIGNATURES

By signing below, Customer affirms and acknowledges that it has read the entire CSA and agrees to be bound by the provisions thereof.

For Customer		For Cogent Communications, Inc.	
Signature	DocuSigned by: James P. Hilty, Sr.	Signature	DocuSigned by: Jim Bubeck
Printed Name	James P. Hilty, Sr.	Printed Name	Jim Bubeck
Title	President	Title	CRO
Date	5/26/2023	Date	5/26/2023

2002

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NETWORK SERVICES TERMS & CONDITIONS NORTH AMERICA

1. SERVICES AND TERM.

1.1. Pursuant to the CSA, Cogent will provide the Services to Customer for the Service charges. Customer's signature on the Order Form constitutes its acknowledgement and agreement to be bound by the CSA. Capitalized terms are defined at the end of these Terms.

1.2. Each Service's Initial Term is indicated on the applicable Order Form and the Initial Term will begin as of the Service Date. Customer will be deemed to have accepted the Service as of the Service Date. At the end of the Initial Term, each Service ordered hereunder will renew for successive Renewal Terms equal in length to the Initial Term ~~unless and until terminated as provided herein~~. upon written consent of the parties.

1.3. Each Service will be provided to the Service Location specified on the Order Form only. Any relocation of a Service shall be an amendment of such Service requiring the consent of both Parties. Customer may order additional Services or locations in North America through additional Order Forms, which will be governed by this CSA. Customer's account must be current in order to make changes to Services or order additional Services.

2. SERVICE CHARGES AND BILLING.

2.1. Service charges are on the Order Form and do not include applicable Taxes unless so indicated. New services, upgrades of existing Services or relocations of an existing Service will result in additional fees and/or charges. If a prior Service location remains installed after a new Service location is installed, Customer will be responsible for Service charges for both Service locations until terminated as provided for each Service.

2.2. Invoices are sent monthly in advance. Customer agrees to pay all charges and applicable Taxes for the Service within thirty (30) days of the invoice date without counterclaim, set-off or deduction. A late charge shall be added to Customer's past due balance of the lesser of 1.5% per month or the maximum legal rate. COGENT may change the specifications, Terms or charges for the Service for any upcoming Renewal Term by providing Customer at least sixty (60) days advance written notice. Customer agrees that its obligation to pay service charges and Taxes under this CSA shall survive the termination of the CSA.

2.3. Customers claiming tax exemption must provide COGENT with a properly executed exemption form.

3. SERVICE USE AND INTERRUPTION.

3.1. Customer's use of COGENT's Services or Network may only be for lawful purposes and must comply with COGENT's AUP. Transmission of any material in violation of any law, regulation or the AUP is strictly prohibited. Access to other networks connected to COGENT's Network must comply with such other networks' rules. Customers whose service location (as set forth on the Order Form) is a COGENT-owned or carrier neutral data center may resell COGENT's Dedicated Internet Access Service ordered in that location but not any other Service offered in such location. Customers located in any other service location may not resell their Service, in whole or in part.

3.2. COGENT's obligations and Customer's exclusive remedies for a delayed or failed installation of a Service or the failure of COGENT's Network or any Service are stated in the COGENT SLA.

4. TERMINATION, RESTRICTION OR SUSPENSION.

4.1. Prior to the Service Date, COGENT may terminate the CSA if not approved by COGENT corporate management (including credit check). COGENT also may restrict, suspend or terminate the CSA, Customer's use of or access to any Service, or both, at any time if (a) Customer is in material breach of the CSA (including but not limited to the AUP) and, in COGENT's sole judgment, an immediate restriction or suspension is necessary to protect the COGENT Network or COGENT's ability to provide services to other customers; or (b) Customer's account is unpaid sixty (60) days after date of invoice; or (c) COGENT facilities at Customer's location are unavailable, (*i.e.*, no connectivity and building access).

4.2. Either Party may terminate the CSA: (a) at the end of an Initial Term or at the end of a Renewal Term by providing the other Party with at least thirty (30) days prior written notice (notices provided during a monthly Renewal Term will not be effective until the end of the next month (*i.e.*, notice received April 20th is effective June 1st); or (b) except as otherwise stated herein, during an Initial Term or Renewal Term if the other Party breaches any material term or condition of this CSA and fails to cure such breach within thirty (30) days after receipt of written notice of the same. All termination notices by Customer must be sent separately for each Service (including terminating one Service location after a Service is switched to a new Service location) and must be sent to terms@cogentco.com.

4.3. If a Service is terminated prior to the Service Date, Customer shall pay COGENT for all Initial Costs for such Service. If the Service is terminated after the Service Date, Customer shall pay COGENT (a) for the Service up through the date of termination; and (b) except in the case of termination by Customer as provided in Section 4.2 above, or by COGENT due to loss of connectivity or building access at Customer's building(s) under Section 4.1(c) above, the Initial Costs (unless already paid) and the Termination Charge. Customer acknowledges that because actual damages to COGENT caused by early termination of a Service order are uncertain and would be difficult to determine, the Termination Charge is a reasonable liquidated damage and is not a penalty. Any reconnections of the Service shall result in additional reconnection charges to Customer at COGENT's then-prevailing rates.

4.4. If Customer defaults in any of its payment obligations under the CSA, Customer agrees to pay COGENT's reasonable expenses, including but not limited to legal and collection agency fees, incurred by COGENT in enforcing its rights.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

5.1. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE SLA, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER COGENT NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THIS CSA OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. COGENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. COGENT DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY CUSTOMER OR OTHERS, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.

5.2. WITHOUT PREJUDICE TO OR LIMITING OF COGENT'S RIGHT TO RECEIVE PAYMENT FOR SERVICES, COGENT'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THIS AGREEMENT AND ALL OTHERS BETWEEN CUSTOMER AND COGENT, AND THE PROVISION BY COGENT OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL/PERSONAL PROPERTY, SHALL NOT EXCEED THE LESSER OF (A) THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE AT ISSUE IN THE PRIOR SIX (6) MONTHS TO THE ACTION GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED THOUSAND DOLLARS ($100,000.00) IN TOTAL; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY FOR DEATH OR PERSONAL

Customer: DS JPHS

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INJURY CAUSED BY COGENT, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5.3. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO COGENT'S CONTROL. CUSTOMER AGREES THAT COGENT SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO COGENT'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. COGENT SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CUSTOMER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND 'DENIAL OF SERVICE' ATTACKS). COGENT IS NOT LIABLE FOR ANY BREACH OF SECURITY ON THE CUSTOMER'S NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS CSA FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, CUSTOMER AGREES THAT IT WILL NOT HOLD COGENT RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (B) LOSS OF OR DAMAGE TO CUSTOMER'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY, OR (C) LOSS OR DAMAGE TO CUSTOMER ASSOCIATED WITH THE INOPERABILITY OF CUSTOMER'S EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICES OR THE COGENT NETWORK. CUSTOMER AGREES TO MAKE ALL CLAIMS RELATED TO THE SERVICES DIRECTLY AGAINST COGENT, AND WAIVES ANY RIGHT TO RECOVER DAMAGES (DIRECTLY OR BY INDEMNITY) RELATED TO THE SERVICES BY CLAIMING AGAINST OR THROUGH A THIRD PARTY TO THIS CSA.

5.4. NEITHER COGENT NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING (INCLUDING SUSPENDING OR DISCONTINUING SERVICES) OR SUPPORTING THE SERVICES SHALL BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

5.5. NO ACTION OR PROCEEDING AGAINST COGENT MAY BE COMMENCED BY THE CUSTOMER MORE THAN ONE (1) YEAR AFTER THE LAST DAY ON WHICH THE SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED, AND CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.

6. INDEMNITY.*

6.1. Customer will indemnify, defend and hold harmless COGENT and its directors, officers, employees, affiliates, and its agents and subcontractors from and against any claims, suits, actions, and proceedings from any and all third parties, and for payment of any Losses, to the extent such Losses arise (a) as a result of violation of the AUP or any applicable law or regulation; (b) from any and all claims by any of Customer's customers or other third party end users in connection with a Service (including, without limitation, any claims regarding content transmitted using a Service or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty, or strict liability; provided, however, that Customer will have no obligation to indemnify and defend COGENT against claims for damages for bodily injury or death caused by COGENT's gross negligence or willful misconduct; or (c) from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection legislation, to the extent such Losses are based upon (i) the content of any information transmitted by Customer or by any of Customer's customers or authorized end users, (ii) the use and/or publication of any and all communications or information transmitted by Customer or by any of Customer's customers or authorized end users, or (iii) the use of Service(s) by Customer in any manner inconsistent with the terms of this CSA, including without limitation the AUP.

7. ADDITIONAL PROVISIONS.

7.1. Except as to payment obligations of Customer, neither Party shall have any claim or right against the other Party for any failure of performance due to Force Majeure.

7.2. Neither Party is the agent or legal representative of the other Party, and this CSA does not create a partnership, joint venture or fiduciary relationship between COGENT and Customer. Neither Party shall have any authority to agree for or bind the other Party in any manner whatsoever. This CSA confers no rights, remedies, or claims of any kind upon any third party, including, without limitation, Customer's subscribers or end-users.

7.3. This CSA for Service is made pursuant to and shall be construed and enforced in accordance with the laws of the state of Florida without regard to its choice of law principles. Any action arising out of or related to this CSA shall be brought in the District or Federal courts located in the Marion County, Florida, and Customer consents to the jurisdiction and venue of such courts.

7.4. Notices, if required, must be sent in writing by e-mail, courier or first class mail (postage prepaid) to the appropriate contact point listed on the Order Form, and are considered made when received at that address; provided, that termination notices to COGENT must be sent in accordance with Section 4.2 above. In the event of an emergency, COGENT may only be able to provide verbal notice first; such verbal notice will be followed by written notice. Customer is responsible for accuracy of its information on the Order Form, including points of contact.

7.5. Customer may not assign this CSA without COGENT's prior written consent, which consent shall not unreasonably be withheld. Any such assignment without COGENT's prior written consent shall be void.

7.6. Without limiting any other obligation which expressly survives the expiration or prior termination of the term of the CSA, the expiration or prior termination of the term of the CSA shall relieve both Parties of any further obligations hereunder, except with respect to the Sections 2, 3, 4.3, 4.4 and 5 through 7, which shall survive any expiration or termination of these Terms.

7.7. If (but only if) required by COGENT's or Customer's agreement with Customer's Landlord: (a) any cessation or interruption in COGENT's Service does not constitute a default or constructive eviction by Customer's Landlord, and (b) Customer agrees to waive and release Landlord and its related parties from any liability in connection with any damages whatsoever incurred by Customer, including lost revenues, which arise, or are alleged to arise, out of any interruption of or defect in the COGENT Service, **REGARDLESS OF WHETHER SUCH INTERRUPTION OR DEFECT IS CAUSED BY THE ORDINARY NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF A RELEASED PARTY.**

7.8. The COGENT Network is owned by COGENT, or its licensors, and is protected by copyright and other intellectual property laws. Customer agrees that title to and ownership of the Services, in any form, shall at all times and in any event be held exclusively by COGENT. Customer shall be entitled to only such rights with respect to the Services as are specifically granted herein.

7.9. This CSA and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Customer and COGENT and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated into this CSA. No purchase order or similar document provided by Customer to COGENT shall be of any force and effect. Amendments to the CSA or any Service shall be in writing and signed by both Parties.

7.10. This CSA and any Addendum thereto may be executed in one or more counterparts all of which taken together shall constitute one and the same instrument.

*Notwithstanding the foregoing, Customer's liability resulting from its obligation to indemnify shall not exceed the greater of $200,000 per person or $300,000 per incident or occurrence, as set forth in section 768.28, Florida Statutes.

Customer: DS JPHS

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DEFINITIONS

AUP	COGENT's Acceptable Use Policy as posted by COGENT at www.cogentco.com. COGENT reserves the right to amend its AUP at any time, effective upon posting on the COGENT website.
COGENT	Cogent Communications, Inc. or its subsidiaries or affiliates.
COGENT Network	The telecommunications network and network components owned, operated or controlled by COGENT, including COGENT's fiber backbone, metropolitan fiber networks, any equipment connected to such fiber, and the software, data and know-how used by COGENT to provide the Services. Where COGENT services a building through its own facilities, the COGENT Network includes those facilities. The COGENT Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by COGENT.
Customer	Customer identified in the attached Order Form.
CSA	The entire Customer Subscriber Agreement between COGENT and Customer for provision of the Service, consisting of, in order of priority, the Order Form, any addendum between the Parties, the Terms, the applicable product rider and the SLA.
Equipment	Customer's equipment, if any.
Force Majeure	Causes beyond a Party's control, including but not limited to: acts of God; fire; explosion; vandalism; cable cut; storm; flood or other similar occurrences; any law, order, regulation, direction, action or request of any government, including federal, state, provincial, municipal and local governments claiming jurisdiction over a Party or the Service, or of any department, agency, commission, bureau, corporation, or other instrumentality of any such government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots, terrorist acts or wars (declared/undeclared); or strikes, lock-outs, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays.
Initial Costs	Greater of (a) installation fees (if not paid); or (b) all third-party costs and charges incurred by or charged to COGENT on behalf of Customer for the Service, including but not limited to local loop fees, cross-connect charges, and wiring fees.
Initial Term	Initial length of term for the Services as indicated on the Order Form.
Landlord	Customer's landlord, building owner or property/telecom manager.
Losses	Costs, fees, liabilities, losses, damages or penalties, including reasonable legal fees.
Order Form	Cover form to which these Terms are attached, identifying the specific Service(s) to be delivered.
Party or **Parties**	COGENT and/or Customer.
Renewal Term	Subsequent length of term for the Services after completion of the Initial Term.
Service(s)	Bandwidth services provided by COGENT under the Customer Subscriber Agreement.
Service Date	Earlier of date on which (a) COGENT notifies Customer that the Service is available for Customer's use at either the COGENT-defined demarcation point or last-available test point; or (b) Customer first uses the Service or the COGENT Network. The Requested Service Date on the Order Form is the earliest date on which Customer is willing to accept COGENT Service. COGENT does not guarantee that the Service will be installed on the Requested Service Date.
SLA	The Service Level Agreement as posted by COGENT at www.cogentco.com for Customer's Service(s). COGENT reserves the right to amend the SLA at any time, effective upon posting on the COGENT website.
Space	Rented rack space from COGENT, if any.
Tax or **Taxes**	All taxes arising in any jurisdiction, including without limitation all: sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, property (for co-location customers), consumption, or other taxes, fees, duties, charges or surcharges (however designated) which are imposed on or based on the provision, sale or use of the Service(s), including such taxes imposed directly on COGENT or for which COGENT is permitted to invoice Customer in connection with COGENT's performance under the CSA. Taxes do not include COGENT's income taxes.
Termination Charge	Single payment equal to the total remaining dollar value of the applicable Service order through the Initial Term or Renewal Term, as applicable.
Terms	Terms and conditions that apply to the Services COGENT provides to Customer.

Customer: DS JPHS

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PRODUCT RIDER – DEDICATED INTERNET ACCESS GLOBAL

This product rider (Rider) amends the CSA entered into between Customer and COGENT for the Services specified therein. Unless otherwise defined herein, capitalized or defined terms in the CSA have the same meaning in this Rider. In the event of a conflict between forms, the following will be the order of priority: First, the Order Form; Second, any Addendum entered into by the Parties; Third, the Terms; Fourth, this Rider; and Fifth, the SLA.

1. Service and Options

Within the scope of the Dedicated Internet Access Service, COGENT transmits IP-packets between the COGENT Network and associated networks of its Customers as well as to and from the global Internet using COGENT's settlement-free peering agreements with other networks.

Subject to their availability, Customer may select one or more options associated with the Service such as listed in the Order Form, in which case Customer agrees to pay the related fees such as indicated in the Order Form:

IP Address Allocation: COGENT will allocate an IPv4/29 and IPv6/112 free of charge to Dedicated Internet Access customers as part of each port order. If Customer desires a larger IP address space allocation, Customer shall submit an application to COGENT for the larger allocation, using COGENT's "IP Questionnaire" form. If COGENT approves the application, Customer will be required to place an order for the larger IP allocation. Each larger allocation for IPv4 address space will be subject to an additional Monthly Fee. Larger allocations for IPv6 address space will be free of charge. COGENT makes no guarantees that any subsequent allocations will be contiguous to any of Customer's existing allocations. IP address space allocations are subject to the AUP and will be terminated and reclaimed when Customer's Dedicated Internet Access Services with COGENT are terminated.

BGP routing: Customer may connect to COGENT's network using the BGP protocol (Border Gateway Protocol). Customer will be required to place an order and a BGP session will be established with Customer's own assigned ASN (the Primary ASN). If Customer wishes to connect with multiple BGP sessions over a single port (or LAG bundle) with the Primary ASN and ASNs from third parties represented by Customer (the Secondary ASNs), then Customer will be required to provide COGENT with a Letter of Authorization ("LOA") issued by the third parties having registered the Secondary ASNs in order to activate such Service, and all interactions, being during provisioning or operations, related to BGP-sessions set up between COGENT's network and Secondary ASNs will be handled exclusively between COGENT and Customer. The fact that a BGP session is being set up between COGENT and other parties represented by Customer does not constitute a contractual relationship between COGENT and the other parties, this interaction is ruled by the contractual relationship established between COGENT and the Customer. COGENT will charge an additional Monthly Fee for each ASN connected, including the Primary ASN.

Static routing / VLAN: Customers connecting to COGENT's network with static routing (i.e., non-BGP) may require a VLAN (Virtual Local Area Network) structured port. Customer must place an order to have a VLAN configured on Customer's port, in order to support static routing of Customer's own assigned IP address space (the Primary IPs). If Customer wishes to connect with Primary IPs and IP addresses from third parties represented by Customer (the Secondary IPs), over one or more VLANs on a single port, then Customer will be required to provide COGENT with a Letter of Authorization ("LOA") issued by the third parties having registered the Secondary IPs in order to activate such Service, and all interactions, being during provisioning or operations, related to static routing (and, as the case may be, VLANs) set up between COGENT's network and Secondary IPs will be handled exclusively between COGENT and Customer. The fact that static routing is (and, as the case may be, VLANs are) being set up between COGENT and other parties represented by Customer does not constitute a contractual relationship between COGENT and the other parties, this interaction is ruled by the contractual relationship established between COGENT and the Customer. Each VLAN will receive the same IP address space allocation as a port order at the same location. COGENT will charge an additional Monthly Fee for each VLAN connected.

Link Aggregation (LAG): In certain Service Locations, Customer may elect to aggregate multiple 10 Gigabit Ethernet Services in such Service Location into a Link Aggregation bundle (a "LAG-bundle"). Under such option, COGENT will configure the LAG-bundle in such a way that, in case of an outage of some (but not all) Services involved in the LAG-bundle, unaffected Services in such LAG-bundle will continue to pass traffic. Link Aggregation is the technical combination of ports and is independent from billing options: COGENT will bill burstable Services involved in a LAG-bundle independently from each other, unless Customer elects to combine them using the "Summed Burst Billing" or "Aggregate Burst Billing" options described in section 2 below.

Equipment: COGENT may, at its sole discretion and if available, provide equipment for certain Services. The fees for such equipment as agreed in the Order Form will be added to Customer's invoice. COGENT does not guarantee and is not responsible for any specific type of equipment, or any equipment at all, to be made available to Customer, and such equipment will belong to Customer upon receipt. Customer will provide its own technical support to install, maintain, and integrate equipment. COGENT will not provide on-site technical support. Customer will be responsible for applicable replacement costs if the equipment is subject to any damage, unauthorized alteration/modification/repair, abnormal use, misuse, neglect, abuse, accident, improper installation, or other acts caused by Customer, its employees, contractors, or any other person. Such action or inaction may void any manufacturer warranties. Customer further agrees to indemnify and hold harmless COGENT for any third party claim based on Customer's unauthorized alteration or modification of the equipment. COGENT is not responsible for Service disruptions caused by any request by Customer to relocate equipment.

Expedite Delivery: COGENT's installation guarantee is strictly limited to the installation guarantee stated in the SLA. However, Customer may request in the Order Form an expedited delivery for his Service. COGENT will use commercially reasonable efforts to accommodate Customer's request; provided, however, that COGENT does not guarantee that any such request will be fulfilled (and any such guarantees given either orally or in writing are hereby disclaimed) nor does COGENT guarantee that the Service will be delivered on a specific date, such as the Requested Service Date indicated on the Order Form.

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2. Burstable Service

If Customer is purchasing COGENT's burstable Service, Customer will have a minimum bandwidth commitment assigned for a given port (the Bandwidth Commitment or Committed Data Rate, "CDR"). The Bandwidth Commitment is agreed upon in the Order Form and is the minimum amount of bandwidth that will be charged to Customer each month at the base Service price, even if not fully used by Customer during a given month. Customer may burst up to the maximum bandwidth that can be carried on a given port, e.g. 1,000 Mbps for a Gig-Ethernet port, subject to availability of bandwidth within the COGENT network.

If Customer exceeds the Bandwidth Commitment on any burstable port in any given calendar month, Customer agrees to pay the additional per Mbps charge for excess bandwidth usage over the Bandwidth Commitment as indicated in the Order Form. Such excess bandwidth usage is calculated by COGENT as the difference between total bandwidth usage and Bandwidth Commitment, where total bandwidth usage is determined by collecting bandwidth usage samples every 5 minutes throughout the month for each port (a sample is based upon the average usage across the 5-minute segment) and determining the appropriate percentile (90th or 95th) of usage as indicated in the Order Form. Only one sample is captured for each 5-minute period, even though two samples are collected - one for inbound utilization and one for outbound utilization. The higher of the two samples is retained. For partial months, the total number of samples for the calendar month is used; for samples where there is no usage, 0 is the recognized value. For example, in a 30-day billing period, 8,640 samples are collected (12 samples/hour x 24 hours/day x 30 days) and listed from highest to lowest. In case of 95th percentile billing, the highest 5%or 432 samples are discarded (representing the top 5% of usage levels). The highest remaining sample (sample 433 in this example) is used to determine total bandwidth usage. For 90th percentile billing, the highest 10%or 864 samples are discarded (representing the top 10% of usage levels). The highest remaining sample (sample 865 in this example) is used to determine total bandwidth usage.

Under the "Summed Burst Billing" option available in conjunction with 90th percentile burst billing, COGENT calculates excess usage as the difference between the sum of total bandwidth usage and the sum of Bandwidth Commitment across all summed ports. For example, if Summed Burst Billing is applied over three ports with a Bandwidth Commitment of 200 Mbps on each (i.e., a total Bandwidth Commitment of 600 Mbps) and the individual 90th percentile total bandwidth usage amounts were 70 Mbps, 150 Mbps and 500 Mbps, the excess bandwidth usage would be 120 Mbps (70 + 150 + 500 - 600).

Under the "Aggregate Burst Billing" option available in conjunction with 95th percentile burst billing, excess bandwidth usage is calculated by COGENT as the difference between total aggregated bandwidth usage and the summed Bandwidth Commitment across all aggregated ports, where total aggregated bandwidth usage is determined by adding usage samples every 5 minutes across all aggregated ports. In the event the aggregated ports are located in more than one time zone, usage samples taken at the same local time will be added together, e.g., usage samples taken at 9 p.m. local time in London will be added to usage samples taken at 9 p.m. local time in New York City. For example, if there are three aggregated ports, every 5 minutes three inbound samples and three outbound samples are collected, added up to one bandwidth usage value per direction, and the higher of the two values is retained. In a 30-day billing period, the final 8,640 retained bandwidth usage values reflect the aggregated usage across all ports. These values are listed from highest to lowest. The highest 5% or 432 values are discarded (representing the top 5% of usage levels). The highest remaining value (value 433 in this example) is used to determine total aggregated bandwidth usage.

Under both "Summed Burst Billing" and "Aggregate Burst Billing" options, a Master Service is defined in the Order Form, and all other Services involved in a Summed or Aggregate calculation are listed. Excess bandwidth usage (burst usage) calculated across the listed ports will be billed on the Master Service account. The relevant data (additional per Mbps charge for excess bandwidth usage and Billing Currency) pertaining to the Master Service will be used for calculating excess bandwidth usage fees across Master Service and all other involved Services. For example, if a customer orders ports in the UK, US, and Canada and defines the US port as the Master, all excess bandwidth usage will be billed on the US invoice in US dollars, at the burst fee indicated on the US port order form.

These billing options are independent from the Link Aggregation (LAG) option: COGENT will not combine Services involved in "Summed Burst Billing" or "Aggregate Burst Billing" into a LAG-bundle, unless Customer elects to combine them using the Link Aggregation (LAG) option described in section 1 above. Furthermore, if Customer wishes that COGENT bills Services part of a LAG-bundle according to the "Summed Burst Billing" or "Aggregate Burst Billing" option, then Customer must elect these options for such Services, in addition to the election of the LAG Option.

3. Customer's Duties to Cooperate

Customer or its representative must cooperate with COGENT in the installation process, which includes accurate completion of an Order Form containing detailed demarcation information and other onsite contact listings, and of the necessary technical questionnaires (IP Questionnaire, BGP Questionnaire, etc.) as provided by COGENT. Customer or its representative must be physically present at the time of installation. During installation and at all other times, the Customer will allow access and if necessary provide escort, for COGENT's or its representatives' necessary personnel to perform the installation and maintenance of the Service, to the designated building's phone closet(s) or telecommunications room or to the Customer's premises for the purposes of survey, installation, operations and maintenance of the Service, after prior arrangement between the parties. Customer's failure to cooperate shall release COGENT from its obligations pertaining to the Installation Guarantee included in the SLA but shall not suspend the Service Date or billing start date.

In the event of technical problems relating to the Service, the Customer will ensure that COGENT's or its representatives' service engineers have unrestricted access to the designated building's phone closet(s) or telecommunications room or to the customer premises equipment. Customer's failure to provide access shall release COGENT from its obligations pertaining to the Network Availability part of the SLA.

4. Demarcation Point

Within a COGENT data center: If Service delivery takes place within a COGENT data center, COGENT will deliver the Service at a demarcation point situated on the COGENT equipment. COGENT will provide, maintain and operate the necessary wiring ("Cross-Connect") for Customer to connect to COGENT's service at the indicated demarcation point. COGENT will provide such Cross-Connect for the Cabling fee set forth on the Order Form.

Within a third-party data center: If Service delivery takes place within a third party data center (i.e. that is not owned and/or operated by COGENT), COGENT will deliver the Service at a demarcation point situated on the COGENT equipment. Unless otherwise agreed, Customer will at its own cost provide, maintain and operate the necessary wiring ("Cross-Connect") to connect to COGENT's service at the indicated demarcation point. If Customer and COGENT agree that COGENT shall provide such Cross-Connect, then COGENT will provide such Cross-Connect against Cabling fees such as indicated on the Order Form and the

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Service demarcation point will remain on the COGENT equipment. COGENT may increase Cross-Connect fees at any time to the extent COGENT's third party costs directly associated with providing the service (including, but not limited to, third party data center rates) are increased by the third party.

Within an On-Net corporate building: If Service delivery takes place within an On-Net corporate building, COGENT will deliver the Service at a demarcation point situated on the COGENT equipment within the Customer's suite. COGENT will provide, maintain and operate the necessary wiring ("Riser") between the building entry and the indicated demarcation point.

At an Off-Net Customer Location: Off-Net Services are being delivered to the Customer Location indicated in the Order Form through a third-party local loop to be provisioned by COGENT on behalf of Customer. As such, the Customer and COGENT agree that the charges set forth in the Order Form for such Service assumes that such Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building housing the Customer Location, as determined by the local access provider. COGENT may charge Customer additional nonrecurring charges not otherwise set forth herein for such Service where the Customer or local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Location. It shall be the Customer's responsibility to allow access to the facility for the local access provider, as well as to facilitate or coordinate with the property owner at the Customer Location, all additional space and electricity determined by the local access provider to be necessary to provide the Service. COGENT will notify Customer of any additional non-recurring charges, if any, as soon as practicable after COGENT is notified by the local access provider of the amount of such charges. From time to time, COGENT may provide, and Customer may accept, budgetary estimates for the extension of the demarcation point to the Customer Location along with the initial Order Form. These estimated costs may be based on certain known costs or typical installations that do not require extraordinary efforts by the provider to extend the service. In the event actual costs exceed the budgetary estimate, Cogent will notify the Customer as outlined above.

In addition, the charges and the Term set forth in the Order Form for the Service assumes that such Service can be provisioned by COGENT through the local access provider selected by COGENT (and/or Customer) for the stated Term. In the event COGENT is unable to provision such Service through the selected local access provider or the selected local access provider requires a higher cost or longer Service Term than that set forth in the Order Form, COGENT reserves the right, regardless of whether COGENT has accepted the Order Form, to suspend provisioning of the Service hereunder and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Term that may apply, or to cancel the Service set forth on the Order Form. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to COGENT within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period) or if COGENT elects to cancel the Service ordered herein, the affected Service will be cancelled without cancellation or termination liability of either party.

COGENT may also increase Off-Net Service fees at any time to the extent COGENT's third party costs directly associated with providing such Off-Net Services (including, but not limited to, loop provider or third party data center rates) are increased by the third party.

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.
2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer and Order Information

City of Ocala/Ocala Fiber Network

Customer Description	Netcentric / Wholesale
Order Date	16-Dec-2022
Customer Requested Service Date*	30-Jun-2023

* This date is the earliest Service Date requested by Customer. Billing starts on the Service Date. Installation of the Service is subject to the SLA and Product Rider. While COGENT may install the Service on the Requested Service Date, COGENT does not guarantee that the Service will be installed on that date.

Resell Customer (Name)	No
Agent Deal (Name)	No
Legacy Orders Termination*	No

* For all Legacy Orders listed in the SERVICE INFORMATION section below, CUSTOMER elects 1 of 3 options:
1) Immediate Termination,
2) Delayed Termination (up to 30 days),
3) No Termination – Month-to-Month (more than 30-day overlap), i.e., legacy orders will renew for successive Renewal Terms of one (1) month until terminated by Customer.

Service Information

Quoted Currency	USD	US Dollar

Service Parameters

Order ID	Order Type	Legacy Order(s)	Node ID	Service Interface	CDR (Mbps)	Initial Term (in months)	On/Off-Net	Billing Model	Burst Fee (per Mbps)	Installation Fee	Monthly Fee
3-001334400	New		2361056-214	10GE	10000	36	Off-Net	Flat	0.00000	2250.00	3210.00

Service Options

Note: IP Addresses Allocation, BGP, VLAN and LAG option orders always have an Initial Term of one (1) month.

IP Addresses Allocation Note: IPQ (and IARM Rider for Provider Independent resources) needs to be submitted w/ Order Form	No	Order ID	Order Type	Legacy Order(s)	Block Size - Total IPs		IP Version	Installation Fee	Monthly Fee
									0.00
BGP Routing Note: LOA(s) issued by owners of Secondary ASN(s) need(s) to be submitted with Order Form.	No	Order ID	Order Type	Legacy Order(s)	ASN Owner	ASN	IP Version		
									0.00
VLAN(s) w/ static routing Note: LOA(s) issued by owners of Secondary IP(s) need(s) to be submitted with Order Form.	No	Order ID	Order Type	Legacy Order(s)	Comments		Port Order		
									0.00
Link Aggregation (LAG) (As described in Product Rider)	No	Order ID	Order Type	Legacy Order(s)	Services involved in LAG-bundle				
								0.00	
Expedite Delivery	No	As described in Product Rider						0.00	
Billing Options (As described in Product Rider)	No	Billing Method		Master Service		Other Involved Services			
Cabling (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00
Equipment (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00

Total Fees

	Installation Fee	Monthly Fee
Total Fees including Options	2250.00	3210.00

**If Customer has elected to be billed in a currency other than the currency used for the Quoted Price, the Quoted Price will be converted into the Billing Currency selected above on the date this Order is validated by COGENT. In performing the currency conversion on such date, COGENT will use the currency conversion rate as of the close of business for the previous day as set forth at www.oanda.com.

Billing Currency**	USD	United States - Dollar

Customer Initials: DS JPHS

2009

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.

2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer Service Delivery Information

Tenant/Datacenter Name	City of Ocala/Ocala Fiber Network
Node ID	2361056-214 *
Service Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US

* Service delivery always takes place at Cogent Demarcation Point as defined in the attached Product Rider.

Delivery Contact Name	Ken Jamerson
Telephone	(352) 401-3740
Cellphone	
Fax	
Email	kjamerson@ocalafl.org

Customer Contracting & Billing Information

Company Name	City of Ocala/Ocala Fiber Network
Billing Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US
Company Registr. Nr.	
Tax / VAT ID Number	
Request for consolidated billing (one account / invoice for multiple ports in the same country)*	No

* Consolidated billing requests must be reviewed and approved by Cogent.

Billing Contact Name	Mel Poole
Telephone	(352) 401-6905
Cellphone	
Fax	
Email	mpoole@ocalafl.org

Cogent Contact Information

Sales Office	Location	Minneapolis MN Sales Office - MIN2
	Address	HQ: 2450 N Street, NW Washington, DC 20037
	Phone	1-877-9COGENT
	Fax	202-338-8798
Service Provisioning		sd@cogentco.com
Customer Care		support@cogentco.com

Sales Account Manager	Name	Eric Gogerty
	Phone	+16122175506
	Email	egogerty@cogentco.com
Sales		sales@cogentco.com
Billing		billing@cogentco.com
Termination		terms@cogentco.com

Contract Documents

The entire Customer Subscriber Agreement (CSA), entered into between Customer and COGENT, is made up of the documents listed here. Capitalized terms are defined in the text of the Terms or Definition section of the Terms. All prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning such Services, are superseded. Customer certifies that the documents constituting the CSA are the documents and forms that have been supplied to Customer by Cogent and that Customer has made no changes to them.

(1) Order Form
(2) Terms, as attached (initialed by Customer) (For current customers, if Terms are not attached, the current Terms remain in force)
(3) SLA (http://www.cogentco.com/files/ps_internet/SLA_on_internet.pdf)
(4) Product Rider(s), as attached (signed by Customer)
(5) Any other Rider or Addendum, as attached (signed by Customer)

Notes

Notwithstanding Section 1.2 of the Terms, at the end of the Initial Term, the Service ordered hereunder will renew on the same price, terms and conditions for successive month-to-month Renewal Terms upon written consent of the parties unless and until terminated or amended as provided in the CSA.

Customer acknowledges that COGENT has informed it that the installation of the Service ordered hereunder will be longer than the timeframe specified in the SLA, and Customer accepts such longer time frame and waives the installation guarantee set forth in the SLA with respect to the Service ordered hereunder.

Approved as to form and legality:

DocuSigned by:
William E. Sexton
William E. Sexton, Esq.
City Attorney

ATTEST

DocuSigned by:
Angel B. Jacobs
Angel Jacobs
City Clerk

SIGNATURES

By signing below, Customer affirms and acknowledges that it has read the entire CSA and agrees to be bound by the provisions thereof.

For Customer		**For Cogent Communications, Inc.**	
Signature	DocuSigned by: James P. Hilty, Sr.	Signature	DocuSigned by: Jim Bubeck
Printed Name	James P. Hilty, Sr.	Printed Name	Jim Bubeck
Title	President	Title	CRO
Date	5/26/2023	Date	5/26/2023

2010

DocuSign Envelope ID: 85E927BF-FF08-4408-9592-4EDA57A8C85C

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cogent COMMUNICATIONS
Optical Internet

NETWORK SERVICES ADDENDUM NORTH AMERICA

This addendum (Addendum) amends the CSA entered into between Customer and COGENT for the Services specified therein. Unless otherwise defined herein, capitalized, or defined terms in the CSA have the same meaning in this Addendum. In the event of a conflict between forms, the following will be the order of priority: First, the Order Form; Second, this Addendum; Third, the Terms; Fourth, the applicable Product Rider; and Fifth, the SLA.

Terms Sec. 6.1 Section 6.1 of the Terms is amended by adding the following at the end of the Section:

"Notwithstanding the foregoing, Customer's liability resulting from its obligation to indemnify COOGENT pursuant to Section 6.1 shall not exceed the greater of $200,000 per person or $300,000 per incident or occurrence, as set forth in section 768.28, Florida Statutes."

Terms Sec. 7.3 Section 7.3 of the Terms, first sentence, is amended by striking "District of Columbia" and replacing with "State of Florida".

Section 7.3 of the Terms, second sentence, is amended to read:

"Any action arising out of or related to this CSA shall be brought in the State or Federal courts located in Marion County, Florida, and each party consents to the jurisdiction and venue of such courts for such actions."

Accepted and agreed to:

CUSTOMER: City of Ocala

By: DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF...

Title: City Council President

Date: 5/26/2023

Ocala Fiber 051823

COGENT COMMUNICATIONS, INC.

By: DocuSigned by: Jim Bubeck B9CB444E18FA42B...

Title: CRO

Date: 5/26/2023

Approved as to form and legality:

DocuSigned by: William E. Sexton 807DCFC4E86E429...

William E. Sexton
City Attorney

ATTEST:

DocuSigned by: Angel B. Jacobs E8276946 1C4E4E5...

Angel Jacobs
City Clerk

DocuSign

Certificate Of Completion

Envelope Id: 85E927BFFF08440895924EDA57A8C85C
Status: Completed
Subject: Cogent - Ocala Fiber - 10G IPV4 (OFN/230440)
Source Envelope:
Document Pages: 11
Signatures: 12
Certificate Pages: 5
Initials: 8
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

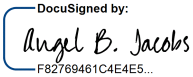
Record Tracking

Status: Original
5/17/2023 9:11:48 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
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: 5/17/2023 9:26:58 AM Viewed: 5/18/2023 11:53:18 AM Signed: 5/18/2023 11:53:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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: 5/19/2023 10:19:46 AM Viewed: 5/22/2023 10:34:00 AM Signed: 5/23/2023 10:12:25 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jim Bubeck #salesops@cogentco.com CRO Security Level: Email, Account Authentication (None)	DocuSigned by: Jim Bubeck B9CB444E18FA42B... Signature Adoption: Pre-selected Style Using IP Address: 66.28.3.2	Sent: 5/26/2023 11:13:39 AM Viewed: 5/26/2023 12:00:50 PM Signed: 5/26/2023 12:06:31 PM
Electronic Record and Signature Disclosure: Accepted: 5/26/2023 12:00:50 PM ID: cdffe92c-7897-40d9-96c6-6d6e598ad634		
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: 5/26/2023 12:06:33 PM Viewed: 5/26/2023 2:12:29 PM Signed: 5/26/2023 2:13:20 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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:  F82769461C4E4E5...	Sent: 5/26/2023 2:13:22 PM Viewed: 5/30/2023 8:36:37 AM Signed: 5/30/2023 8:37:08 AM
	Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	
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
Cogent Communications, Inc. egogerty@cogentco.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/26/2023 11:13:40 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2023 11:55:56 AM ID: 6b3e8952-c1d6-4344-910b-618f23eb40d0		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2023 9:26:58 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Certified Delivered	Security Checked	5/30/2023 8:36:37 AM
Signing Complete	Security Checked	5/30/2023 8:37:08 AM
Completed	Security Checked	5/30/2023 8:37:08 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.

From: billing@cogentco.com
To: Mel Poole; Ocala Telecommunications
Subject: Rate Change - CITYOFOC00001 - Jan 1, 2025
Date: Wednesday, November 27, 2024 5:56:39 PM
Attachments: l373v2ryq9

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Manage your online account

Dear Valued Cogent Customer,

Cogent has been providing you for many years with IPv4 address allocation services. During this time, IPv4 addresses have become increasingly scarce, and customer requirements have become more elaborate. As a result, market prices for IPv4 address allocations have raised significantly, while your price for your Cogent IPv4 services has remained the same.

To adapt to these market dynamics, Cogent will, as of January 1, 2025, increase the Monthly Recurring Charges (MRC) for your IPv4 services as listed below, to the level of Cogent's current IPv4 pricing.

Order	Current MRC	New MRC
3-001334191	2,129.92 (USD)	3,600.00 (USD)

These MRC changes will be reflected on our January 2025 invoice. Please note that any of your Cogent IPv4 services **not listed above are not affected by these changes.**

Should you have any question regarding your invoice in general, or these rate changes in particular, please reach out to the Cogent Billing Department, either by phone at 1-877-7-Cogent (1-877-726-4368) option 1, or by email at billing@cogentco.com.

Thank you again for your business and for having chosen Cogent as your service provider. Please note, Sprint Wireline is now part of Cogent.

Sincerely,

Cogent Billing

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2023-1098

ID #:	2023-1098	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	05/02/2023
Presented By: :				**Final Action:**	05/16/2023

rmal Title: Approve a three-year contract with Cogent Communications, Inc. for the purchase of 20 Gigabit of internet bandwidth for a fourth diverse route and IPV4 addresses in the amount of $314,600

Internal Notes:

		Target Meeting:	05/16/2023
Sponsors:		**Enactment Date:**	
Attachments:	FOR COUNCIL - Cogent - Ocala Fiber - 10G (2nd), FOR COUNCIL - Cogent - Ocala Fiber - 10G IPV4, Cogent - Policy Exception Approval	**Enactment Number:**	
:ommendation:		**Hearing Date:**	
Entered by:	lramos@ocalafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/16/2023	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 2023-1098

Submitted By: Lourdes Ramos
Presentation By: Mel Poole
Department: Ocala Fiber Network

STAFF RECOMMENDATION (Motion Ready):
Approve a three-year contract with Cogent Communications, Inc. for the purchase of 20 Gigabit of internet bandwidth for a fourth diverse route and IPV4 addresses in the amount of $314,600

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Fiber Network (OFN) requests a fourth diverse route for an additional 20 Gigabit of bandwidth with a different physical path than the current three providers, to include a block of IP addresses. This diverse western route is required due to customer growth, increased bandwidth and redundancy demands. The additional route will allow OFN to continue providing internet service during upstream outages from current providers, ensuring 99.99 percent reliability and supporting customer demands.

FINDINGS AND CONCLUSIONS:
OFN and Procurement staff attempted to secure quotes for a fourth diverse route of internet service from three responsible vendors, namely: Cogent Communications, Inc., Hurricane Electric and Spectrum. Cogent Communications, Inc., was the sole responsive vendor.

The pricing offered by Cogent Communications, Inc., a Tier 1 internet service provider who supplies bandwidth globally, was benchmarked by OFN and found to be comparable to the pricing offered by our current providers. Cogent's fourth diverse stream of 20 Gigabit of bandwidth and additional IP addresses will be provided at a rate of $8,600/month. The City's incumbent providers are contracted at the rates of $8,402/month and $7,856/month, respectively.

FISCAL IMPACT:
The expenditure associated with Cogent Communications, Inc. will be paid from account #490-031-290-539-53-34050 - Fiber for Resale, as outlined below:

FY23 = $39,400
FY24 = $103,200
FY25 = $103,200
FY26 = $68,800

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

From: William Hughes
To: Shantel Bynes
Subject: Fw: Cogent 3-001334400; 3-001333490
Date: Tuesday, May 12, 2026 8:51:11 AM
Attachments: Outlook-A blue log.png

Good Morning Shantel, FYI from Cogent, the DIAs are not set to expire till 2027.

Will Hughes
Network Security Engineer

O (352)401-6933
C (352)414-8275
E whughes@ocalafl.org
Ocala Fiber Network

www.cityofocalafiber.com

From: Raviele, Kelli <kraviele@cogentco.com>
Sent: Tuesday, May 12, 2026 8:49 AM
To: William Hughes <whughes@ocalafl.gov>
Cc: Wenzel, Matthew <mwenzel@cogentco.com>
Subject: Cogent 3-001334400; 3-001333490

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey William

It was so great speaking with you today! The two above order IDs for your existing 10GIG Layer 3 ports are set to expire and go month to month on 5/31/27. They installed on 5/31/24 and both are on 36month terms

Thank you so much!

K

Kelli Raviele | Global Account Manager
Cogent Communications | Atlanta, GA| www.cogentco.com
office: 404-215-3221 | fax: 404-522-1340 | email: kraviele@cogentco.com

Check out how the Cogent global network ranks among the "Bakers Dozen"

File #: 2026-1692 Agenda Item #: 10c.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:
Renewal of employee paid insurance plans for dental, vision, voluntary life insurance, group Medicare, short-term disability, pet insurance, legal services, identity theft protection, cancer/accident/critical illness benefits, and voluntary retiree life insurance, and the renewal of City paid insurance plans for basic life and accidental death and dismemberment insurance in the amount of $183,250, long-term disability in the amount of $353,632, employee assistance program services in the amount of $19,709, flexible spending account administration in the amount of $8,665, and health insurance administration fees in an amount not to exceed $795,000 for the October 1, 2026 through September 30, 2027 plan year

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City's insurance broker, Brown & Brown, surveyed the market and obtained renewal rate quotes for the above-referenced insurance programs. Based on its market analysis, Brown & Brown recommends renewing the City's current insurance carriers, as they continue to provide the best overall value and coverage.

Brown & Brown also recommends transitioning the employee paid pet insurance benefit from Nationwide to Spot Pet Insurance, which offers participating employees enhanced coverage options at a lower cost.

FINDINGS AND CONCLUSIONS:
Staff agrees with the broker and recommends retaining the current insurance providers.

FISCAL IMPACT:
Funds for employer-provided basic life and AD&D insurance in the amount of $183,250 are available in account 844-218-000-000-21-21881.

Funds for long-term disability in the amount of $353,632 are available in the 844-218-000-000-21-21883

employee benefits budget.

Funds for health insurance administration fees are available in account 627-099-999-590-81-45010. The ASO fee will increase from $51.34 to $52.88 per employee per month, effective October 1, 2026, with a not-to-exceed amount of $795,000.

Funds for employee/employer flexible spending account administration in the amount of $8,665 are available in account 844-220-000-000-20-22125.

Funds for employee assistance program services totaling $19,709 are available in the 001-015-015-513-51-31010 employee benefits budget.

The remaining above-referenced insurance plans are employee-paid and have no budget impact on the City.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
Instruct the broker to resurvey the market for alternative insurance providers and rates.

Brown & Brown

PUBLIC SECTOR

Proposal of Employee Benefits Coverage and Service

Proposal Date: 6/17/2026

Effective Date: 10/1/2026

CITY OF OCALA



Risk Management Associates

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc., has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

As a Brown & Brown company, Risk Management Associates has access to hundreds of insurance markets nationwide. The buying power and premium leverage within the organization is surpassed by few agencies.

Risk Management Associates focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include
Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" Employee Benefits Specialist to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Risk Management Associates is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" Public Risk Specialist.

Commitment to Our Clients

The Employee Benefits Division at Pubic Risk Insurance Advisors is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Risk Management Associates Employee Benefits Advisor, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs. The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone
(386) 252-6176
(386) 845-9229 - Fax

Address
Brown & Brown
300 North Beach Street
Daytona Beach, FL 32114

Website
Bbrown.com

NYSE Listed: BRO

Fee in Lieu of Commission Compensation Disclosure

Brown & Brown entities ("we") receive commissions and fees from insurance carriers and other vendors as part of our compensation for placing and servicing your policies and products. Commissions are generally a percentage of the total premium and may be based on a schedule. In some cases, we may also receive direct compensation from the plan or the plan sponsor (service and/or consulting fees).

If we are being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that the contract specifies our compensation and states anywhere in the document that additional compensation will not be paid to us or any other party, any additional compensation to us or any other party, including wholesale brokers or third-party intermediaries, is strictly prohibited. Likewise, if our contract sets compensation based upon a fixed dollar amount or fixed percentage fee, and the contract specifies that additional compensation shall be credited to the insured, any additional compensation to any party, including brokers, wholesale brokers or third-party intermediaries, must be promptly returned to you. If our contract is not based upon such fixed fee terms, no owned or affiliated party, including brokers, wholesale brokers or third-party intermediaries, may accept any type of compensation without full disclosure by the undersigned broker to you of the dollar amount or percentage of compensation prior to binding your coverage.

In addition to commissions and fees paid to Brown & Brown by insurance or reinsurance carriers or third-party vendors as mentioned above, Brown & Brown entities may also receive supplemental and/or bonus compensation from the carrier or vendor based on new sales volume or retention, for example. Such supplemental and/or bonus compensation may consist of guaranteed override income based on our agency's business production and retention with the carrier or vendor, general agency fees, and/or sales or retention bonuses and is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. Brown & Brown may not know in advance if such a supplemental and/or bonus payment will be made by a particular carrier or vendor, or the amount of any such payments until the underwriting year is closed.

Brown & Brown entities may also receive invitations to programs sponsored and paid for by insurance carriers or other vendors to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may also receive non-monetary compensation (including but not limited to the value of travel, meals and entertainment expenses associated with such meetings, gifts, tickets for sporting and entertainment events and awards). Such compensation allocated to your policy is not normally expected to equal or exceed a sum of $250.00 in aggregate, when all non-monetary compensation items received are combined.

Brown & Brown entities may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may collect and remit premiums on behalf of the carrier or vendor and may earn and retain interest on premiums or administrative fees you pay from the date we receive them until the date remitted to the carrier or vendor.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the carrier or other vendor, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting, quoting, plan implementation assistance, claims advocacy and eligibility administration services. . Compensation paid for those services is either derived from your premium payment, which may on average be up to 15% of the premium you pay for coverage and may include additional fees charged by the intermediary or is paid to the Wholesaler/Managing General Agent via override.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

Disclaimers & Disclosures

•The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
•The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
•If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Brown & Brown.
•This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
•This presentation is the proprietary work product of Brown & Brown and is not authorized for further use or distribution
•All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
Brown & Brown representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
•Brown & Brown representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
•The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
•Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown & Brown representative at any time.
•You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

NOTICE OF CARRIER FINANCIAL STATUS

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the appliable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at (386) 252-6176 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

***AM Best General Rating Guide**

Financial Strength Rating	
A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Financial Size Category (in Thousands)			
Class I	Up to	$1,000	
Class II	$1,000	to	$2,000
Class III	$2,000	to	$5,000
Class IV	$5,000	to	$10,000
Class V	$10,000	to	$25,000
Class VI	$25,000	to	$50,000
Class VII	$50,000	to	$100,000
Class VIII	$100,000	to	$250,000
Class IX	$250,000	to	$500,000
Class X	$500,000	to	$750,000
Class XI	$750,000	to	$1,000,000
Class XII	$1,000,000	to	$1,250,000
Class XIII	$1,250,000	to	$1,500,000
Class XIV	$1,500,000	to	$2,000,000
Class XV	$2,000,000	or	Greater

Marketing Summary

Product Line	Carrier	Carrier Web Site	Results
Group Dental			
	Florida Combined Life	www.floridabluedental.com	Current/Renewal
	Guardian Life Insurance Company of America	www.guardianlife.com	Proposal
	Humana Insurance Company, Inc.	www.humana.com	Not competitive
	Metropolitan Life Insurance Company (MetLife)	www.metlife.com	Proposal
	Principal Life Insurance Company	www.principal.com	Network not competitive
	Standard Insurance Company	www.standard.com	Proposal
Group Vision			
	Florida Blue	www.floridablue.com	DTQ
	Guardian Life Insurance Company of America	www.guardianlife.com	Proposal
	Humana Insurance Company, Inc.	www.humana.com	Not shown due to dental not being competitive
	Metropolitan Life Insurance Company (MetLife)	www.metlife.com	Proposal
	Principal Life Insurance Company	www.principal.com	Network not competitive
	Standard Insurance Company	www.standard.com	Current/Renewal
Life / AD&D			
	Securian Financial (Minnesota Life)	www.securian.com	Current/Renewal
Disability			
	Metropolitan Life Insurance Company (MetLife)	www.metlife.com	Current
Employee Assistance Program			
	Aetna Resources for Living	www.aetna.com	Current

Dental

Florida Combined Life	Standard	MetLife	Guardian	Humana	Principal
Renewal flat for 2 years, 5% rate cap Y3 Increasing low max to $1,250, high max to $1,500: 2.6% increase, 2 year RG	Matching current plans: 4% decrease, 2 year RG Increasing low max to $1,250, high max to $1,500: 2.1% increase, 2 year RG $75 lifetime ded. option, should be 6.7% decrease, 2 year RG	Does not offer rollover, options closest to matching current increase the max by $250 on each plan: 6.5% decrease, 2 year RG Increase high plan max to $2k, increase high plan ortho to $2k, low plan coinsurance to 100/80/50/50: 5% increase, 2 year RG	Option closest to matching current: matching current rates, 2 year RG Option increasing max on both plans to $1,500, 1.3% increase, 2 year RG	Option closest to matching current (with 30% off all services after max is met): 4.2% increase, 2 year RG. Would need to offer a separate plan for TX employee with higher rates. Enhanced options are not competitive	Not shown due to poor network presence on dental & vision
Network	Network	Network	Network	Network	Network
62 of 100 providers used currently INN	63 of 100 providers used currently INN Positive changes: 9 Negative changes: 8	67 of 100 providers used currently INN Positive changes: 15 Negative changes: 10	49 of 100 providers used currently INN Positive changes: 8 Negative changes: 21	65 of 100 providers used currently INN Positive changes: 13 Negative changes: 10	40 of 100 providers used currently INN Positive changes: 18 Negative changes: 40

Vision

Florida Combined Life	Standard	MetLife	Guardian	Humana	Principal
FL Blue DTQ vision	Renewal: 10% decrease, 2 year RG Option with $150 allowances: matching current rates, 2 year RG	Option closest to current is a 15% decrease, 2 year RG Option with $150 allowances matches current rates, 2 year RG, sold with dental	Option closest to current matches current rates, 2 year RG Option with $150 allowances is a 7% increase, 2 year RG	Option closest to current is a 12% decrease, 4 year RG Option with $130 allowances matches current rates, 4 year RG	Not shown due to poor network presence on dental & vision
Network	Network	Network	Network	Network	Network
	44 of 50 providers used currently INN	42 of 50 providers used currently INN Positive Changes: 1 Negative Changes: 3	They do not complete vision disruptions	42 of 50 providers used currently INN Positive Changes: 2 Negative Changes: 4	36 of 50 providers used currently INN Positive Changes: 1 Negative Changes: 9

Dental Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
10/1/2022	Standard	$731,799	$786,924	8%	$731,799	0%	$55,125	Moved to FCL	Fully Insured
10/1/2023	FCL	$731,799	$731,799	0%	$731,799	0%	$0	Renewed Same Carrier (in rate guarantee)	Fully Insured
10/1/2024	FCL	$731,799	$731,799	0%	$731,799	0%	$0	Renewed Same Carrier	Fully Insured
10/1/2025	FCL	$731,799	$767,065	5%	$767,065	5%	$0	Renewed Same Carrier	Fully Insured

Total Differential	$55,125
Differential per Year	$13,781
Year over Year Change	1.2%

Dental

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	CURRENT		RENEWAL	
	Florida Combined Life Base Dental PPO Plan	Florida Combined Life High Dental PPO Plan	Florida Combined Life Base Dental PPO Plan	Florida Combined Life High Dental PPO Plan
Benefit Comparison	**In-Network**	**In-Network**	**In-Network**	**In-Network**
Individual / Family Deductible	$50 | $150	$50 | $150	$50 | $150	$50 | $150
Annual Benefit Maximum	$1,000	$1,000	$1,000	$1,000
Rollover Provision	Yes	Yes	Yes	Yes
Coverage Waiting Periods	None	None	None	None
Preventive & Diagnostic Care Benefit	$0	$0	$0	$0
Basic Care Benefit	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Major Care Benefit	50% after deductible	50% after deductible	50% after deductible	50% after deductible
Endodontics/Periodontics	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Posterior Composite Fillings Benefit	Included	Included	Included	Included
Implant Benefit	Included	Included	Included	Included
Orthodontia Benefit	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum
Orthodontia Eligibility	Adult and child	Adult and child	Adult and child	Adult and child
Frequencies				
Exams/Cleanings	2 per plan year	2 per plan year	2 per plan year	2 per plan year
Fluoride	2 times per plan year, under age 14	2 times per plan year, under age 14	2 times per plan year, under age 14	2 times per plan year, under age 14
X-Rays - Bitewing/Full Mouth	Once per plan year/Once per 36 months	Once per plan year/Once per 36 months	Once per plan year/Once per 36 months	Once per plan year/Once per 36 months
Sealants	Through age 16	Through age 16	Through age 16	Through age 16
Fillings	Same tooth surface once every 12 months	Same tooth surface once every 12 months	Same tooth surface once every 12 months	Same tooth surface once every 12 months
Major Services	1 in 5 years	1 in 5 years	1 in 5 years	1 in 5 years
Benefit Comparison	**Non-Network**	**Non-Network**	**Non-Network**	**Non-Network**
Out of Network Reimbursement	90th	90th	90th	90th
Out of Network Reimbursement %	90% | 60% | 40% | 50%	100% | 80% | 50% | 50%	90% | 60% | 40% | 50%	100% | 80% | 50% | 50%
Notes				
Rate Guarantee	Until 9/30/2026	Until 9/30/2026	**2 years until 9/30/2028 | 5% rate cap Y3**	**2 years until 9/30/2028 | 5% rate cap Y3**
Participation Requirement	30%	30%	30%	30%

	Tier	Count 1	Count 2	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	300	201	$31.84	$0.00	$31.84	$43.55	$0.00	$43.55	$31.84	$0.00	$31.84	$43.55	$0.00	$43.55
	EE + 1	164	155	$49.35	$0.00	$49.35	$67.62	$0.00	$67.62	$49.35	$0.00	$49.35	$67.62	$0.00	$67.62
	EE + Fam	213	169	$77.91	$0.00	$77.91	$106.64	$0.00	$106.64	$77.91	$0.00	$77.91	$106.64	$0.00	$106.64

Cost Comparison	**CURRENT**		**TOTAL**	**RENEWAL**		**TOTAL**
Employees Pay	$34,240.23	$37,256.81	$71,497.04	$34,240.23	$37,256.81	$71,497.04
Employer Pays	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Premium	**$34,240.23**	**$37,256.81**	**$71,497.04**	**$34,240.23**	**$37,256.81**	**$71,497.04**
Total Annualized Premium	**$410,882.76**	**$447,081.72**	**$857,964.48**	**$410,882.76**	**$447,081.72**	**$857,964.48**
Annual Change From Current				**$0.00**		**0.0%**

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Dental

Executive Summary of Dental Coverage

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	ALTERNATE 1	
	Florida Combined Life Base Dental PPO Plan	Florida Combined Life High Dental PPO Plan
Benefit Comparison	**In-Network**	**In-Network**
Individual / Family Deductible	$50 | $150	$50 | $150
Annual Benefit Maximum	$1,250	$1,500
Rollover Provision	Yes	Yes
Coverage Waiting Periods	None	None
Preventive & Diagnostic Care Benefit	$0	$0
Basic Care Benefit	20% after deductible	20% after deductible
Major Care Benefit	50% after deductible	50% after deductible
Endodontics/Periodontics	20% after deductible	20% after deductible
Posterior Composite Fillings Benefit	Included	Included
Implant Benefit	Included	Included
Orthodontia Benefit	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum
Orthodontia Eligibility	Adult and child	Adult and child
Frequencies		
Exams/Cleanings	2 per plan year	2 per plan year
Fluoride	2 times per plan year, under age 14	2 times per plan year, under age 14
X-Rays - Bitewing/Full Mouth	Once per plan year/Once per 36 months	Once per plan year/Once per 36 months
Sealants	Through age 16	Through age 16
Fillings	Same tooth surface once every 12 months	Same tooth surface once every 12 months
Major Services	1 in 5 years	1 in 5 years
Benefit Comparison	**Non-Network**	**Non-Network**
Out of Network Reimbursement	90th	90th
Out of Network Reimbursement %	90% | 60% | 40% | 50%	100% | 80% | 50% | 50%
Notes		
Rate Guarantee	**2 years until 9/30/2028 | 5% rate cap Y3**	**2 years until 9/30/2028 | 5% rate cap Y3**
Participation Requirement	30%	30%

	Tier	Count 1	Count 2	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	300	201	$31.84	$0.00	$31.84	$45.74	$0.00	$45.74
	EE + 1	164	155	$49.35	$0.00	$49.35	$71.00	$0.00	$71.00
	EE + Fam	213	169	$77.91	$0.00	$77.91	$111.98	$0.00	$111.98

Cost Comparison	**ALTERNATE 1**		**TOTAL**
Employees Pay	$34,240.23	$39,123.36	$73,363.59
Employer Pays	$0.00	$0.00	$0.00
Total Monthly Premium	**$34,240.23**	**$39,123.36**	**$73,363.59**
Total Annualized Premium	**$410,882.76**	**$469,480.32**	**$880,363.08**
Annual Change From Current	**$22,398.60**		**2.6%**

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Executive Summary of Dental Coverage

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	OPTION 1		OPTION 2	
	Standard Ameritas	Standard Ameritas	Standard Ameritas	Standard Ameritas
Benefit Comparison	**In-Network**	**In-Network**	**In-Network**	**In-Network**
Individual / Family Deductible	$50 | $150	$50 | $150	$50 | $150	$50 | $150
Annual Benefit Maximum	$1,000	$1,000	$1,250	$1,500
Rollover Provision	Yes	Yes	Yes	Yes
Coverage Waiting Periods	None	None	None	None
Preventive & Diagnostic Care Benefit	0%	0%	0%	0%
Basic Care Benefit	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Major Care Benefit	50% after deductible	50% after deductible	50% after deductible	50% after deductible
Endodontics/Periodontics	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Posterior Composite Fillings Benefit	Included	Included	Included	Included
Implant Benefit	Included	Included	Included	Included
Orthodontia Benefit	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum
Orthodontia Eligibility	Adults & Children	Adults & Children	Adults & Children	Adults & Children
Frequencies Exams/Cleanings Fluoride X-Rays - Bitewing/Full Mouth Sealants Fillings Major Services	2 per benefit period 2 per benefit period age 13 & under 1 per benefit period / 1 in 3 years Age 16 & under Same tooth surface once every 12 months 1 per 5 years	2 per benefit period 2 per benefit period age 13 & under 1 per benefit period / 1 in 3 years Age 16 & under Same tooth surface once every 12 months 1 per 5 years	2 per benefit period 2 per benefit period age 13 & under 1 per benefit period / 1 in 3 years Age 16 & under Same tooth surface once every 12 months 1 per 5 years	2 per benefit period 2 per benefit period age 13 & under 1 per benefit period / 1 in 3 years Age 16 & under Same tooth surface once every 12 months 1 per 5 years
Benefit Comparison	**Non-Network**	**Non-Network**	**Non-Network**	**Non-Network**
Out of Network Reimbursement	90th	90th	90th	90th
Out of Network Reimbursement %	90% | 60% | 40% | 50%	100% | 80% | 50% | 50%	90% | 60% | 40% | 50%	100% | 80% | 50% | 50%
Notes				
Rate Guarantee	**2 years until 9/30/2028**	**2 years until 9/30/2028**	**2 years until 9/30/2028**	**2 years until 9/30/2028**
Participation Requirement	75% between high and low plan	75% between high and low plan	75% between high and low plan	75% between high and low plan

	Tier	Count 1	Count 2	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	300	201	$30.64	$0.00	$30.64	$41.96	$0.00	$41.96	$31.96	$0.00	$31.96	$46.04	$0.00	$46.04
	EE + 1	164	155	$47.48	$0.00	$47.48	$64.92	$0.00	$64.92	$49.39	$0.00	$49.39	$70.86	$0.00	$70.86
	EE + Fam	213	169	$74.84	$0.00	$74.84	$101.92	$0.00	$101.92	$77.48	$0.00	$77.48	$109.89	$0.00	$109.89

Cost Comparison	**OPTION 1**		**TOTAL**	**OPTION 2**		**TOTAL**
Employees Pay	$32,919.64	$35,721.04	$68,640.68	$34,191.20	$38,808.75	$72,999.95
Employer Pays	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Premium	**$32,919.64**	**$35,721.04**	**$68,640.68**	**$34,191.20**	**$38,808.75**	**$72,999.95**
Total Annualized Premium	**$395,035.68**	**$428,652.48**	**$823,688.16**	**$410,294.40**	**$465,705.00**	**$875,999.40**
Annual Change From Current	**-$34,276.32**		**-4.0%**	**$18,034.92**		**2.1%**

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				OPTION 3					
				Standard Ameritas			Standard Ameritas		
Benefit Comparison				**In-Network**			**In-Network**		
Individual / Family Deductible				$75 lifetime deductible - will not reset every year			$75 lifetime deductible - will not reset every year		
Annual Benefit Maximum				$1,000			$1,000		
Rollover Provision				Yes			Yes		
Coverage Waiting Periods				None			None		
Preventive & Diagnostic Care Benefit				0%			0%		
Basic Care Benefit				20% after deductible			20% after deductible		
Major Care Benefit				50% after deductible			50% after deductible		
Endodontics/Periodontics				20% after deductible			20% after deductible		
Posterior Composite Fillings Benefit				Included			Included		
Implant Benefit				Included			Included		
Orthodontia Benefit				50% up to $1,000 lifetime maximum			50% up to $1,000 lifetime maximum		
Orthodontia Eligibility				Adults & Children			Adults & Children		
Frequencies Exams/Cleanings Fluoride X-Rays - Bitewing/Full Mouth Sealants Fillings Major Services				2 per benefit period 2 per benefit period age 13 & under 1 per benefit period / 1 in 3 years Age 16 & under Same tooth surface once every 12 months 1 per 5 years			2 per benefit period 2 per benefit period age 13 & under 1 per benefit period / 1 in 3 years Age 16 & under Same tooth surface once every 12 months 1 per 5 years		
Benefit Comparison				**Non-Network**			**Non-Network**		
Out of Network Reimbursement				90th			90th		
Out of Network Reimbursement %				90% | 60% | 40% | 50%			100% | 80% | 50% | 50%		
Notes									
Rate Guarantee				**2 years until 9/30/2028**			**2 years until 9/30/2028**		
Participation Requirement				75% between high and low plan			75% between high and low plan		
	Tier	**Count 1**	**Count 2**	**Premium**	**ER Cost**	**EE Cost**	**Premium**	**ER Cost**	**EE Cost**
	EE Only	300	201	$29.65	$0.00	$29.65	$40.62	$0.00	$40.62
	EE + 1	164	155	$46.03	$0.00	$46.03	$62.94	$0.00	$62.94
	EE + Fam	213	169	$72.98	$0.00	$72.98	$99.37	$0.00	$99.37
Cost Comparison				**OPTION 3**				**TOTAL**	
Employees Pay				$31,988.66			$34,713.85	$66,702.51	
Employer Pays				$0.00			$0.00	$0.00	
Total Monthly Premium				**$31,988.66**			**$34,713.85**	**$66,702.51**	
Total Annualized Premium				**$383,863.92**			**$416,566.20**	**$800,430.12**	
Annual Change From Current				**-$57,534.36**				**-6.7%**	

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Executive Summary of Dental Coverage

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	OPTION 4		OPTION 5	
	MetLife Low Plan (PDP Plus)	MetLife High Plan (PDP Plus)	MetLife Low Plan (PDP Plus)	MetLife High Plan (PDP Plus)
Benefit Comparison	**In-Network**	**In-Network**	**In-Network**	**In-Network**
Individual / Family Deductible	$50 | $150	$50 | $150	$50 | $150	$50 | $150
Annual Benefit Maximum	$1,250	$1,250	$1,250	$2,000
Rollover Provision	No	No	No	No
Coverage Waiting Periods	None	None	None	None
Preventive & Diagnostic Care Benefit	0%	0%	0%	0%
Basic Care Benefit	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Major Care Benefit	50% after deductible	50% after deductible	50% after deductible	50% after deductible
Endodontics/Periodontics	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Posterior Composite Fillings Benefit	Included	Included	Included	Included
Implant Benefit	Included	Included	Included	Included
Orthodontia Benefit	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $2,000 lifetime maximum
Orthodontia Eligibility	Adults & Children	Adults & Children	Adults & Children	Adults & Children
Frequencies				
Exams/Cleanings	2 times in 12 months	2 times in 12 months	2 times in 12 months	2 times in 12 months
Fluoride	2 times in 12 months, under age 14	2 times in 12 months, under age 14	2 times in 12 months, under age 14	2 times in 12 months, under age 14
X-Rays - Bitewing/Full Mouth	1 time in 12 months / Once in 3 calendar years	1 time in 12 months / Once in 3 calendar years	1 time in 12 months / Once in 3 calendar years	1 time in 12 months / Once in 3 calendar years
Sealants	1 per molar in 2 years, under age 16	1 per molar in 2 years, under age 16	1 per molar in 2 years, under age 16	1 per molar in 2 years, under age 16
Fillings	1 replacement per surface in 12 months	1 replacement per surface in 12 months	1 replacement per surface in 12 months	1 replacement per surface in 12 months
Major Services	1 per 5 years	1 per 5 years	1 per 5 years	1 per 5 years
Benefit Comparison	**Non-Network**	**Non-Network**	**Non-Network**	**Non-Network**
Out of Network Reimbursement	90th	90th	90th	90th
Out of Network Reimbursement %	90% | 60% | 40% | 50%	100% | 80% | 50% | 50%	100% | 80% | 50% | 50%	100% | 80% | 50% | 50%
Notes				
Rate Guarantee	**2 years until 9/30/2028**	**2 years until 9/30/2028**	**2 years until 9/30/2028**	**2 years until 9/30/2028**
Participation Requirement	80%	80%	80%	80%

	Tier	Count 1	Count 2	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	300	201	$29.77	$0.00	$29.77	$40.72	$0.00	$40.72	$33.43	$0.00	$33.43	$45.73	$0.00	$45.73
	EE + 1	164	155	$46.14	$0.00	$46.14	$63.22	$0.00	$63.22	$51.82	$0.00	$51.82	$71.00	$0.00	$71.00
	EE + Fam	213	169	$72.85	$0.00	$72.85	$99.71	$0.00	$99.71	$81.81	$0.00	$81.81	$111.97	$0.00	$111.97

Cost Comparison	**OPTION 4**		**TOTAL**	**OPTION 5**		**TOTAL**
Employees Pay	$32,015.01	$34,834.81	$66,849.82	$35,953.01	$39,119.66	$75,072.67
Employer Pays	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Premium	**$32,015.01**	**$34,834.81**	**$66,849.82**	**$35,953.01**	**$39,119.66**	**$75,072.67**
Total Annualized Premium	**$384,180.12**	**$418,017.72**	**$802,197.84**	**$431,436.12**	**$469,435.92**	**$900,872.04**
Annual Change From Current	**-$55,766.64**	**-6.5%**		**$42,907.56**	**5.0%**	

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Dental

Executive Summary of Dental Coverage

City of Ocala

October 1, 2026 - September 30, 2027

	OPTION 6		OPTION 7	
	Guardian Plan #1 (DentalGuard Preferred)	Guardian Plan #2 (DentalGuard Preferred)	Guardian Plan #3 (DentalGuard Preferred)	Guardian Plan #4 (DentalGuard Preferred)
Benefit Comparison	**In-Network**	**In-Network**	**In-Network**	**In-Network**
Individual / Family Deductible	$50 | $150	$50 | $150	$50 | $150	$50 | $150
Annual Benefit Maximum	$1,000	$1,000	$1,500	$1,500
Rollover Provision	Yes	Yes	Yes	Yes
Coverage Waiting Periods	None	None	None	None
Preventive & Diagnostic Care Benefit	0%	0%	0%	0%
Basic Care Benefit	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Major Care Benefit	50% after deductible	50% after deductible	50% after deductible	50% after deductible
Endodontics/Periodontics	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Posterior Composite Fillings Benefit	Not included	Not included	Not included	Not included
Implant Benefit	Included	Included	Included	Included
Orthodontia Benefit	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum	50% up to $1,000 lifetime maximum
Orthodontia Eligibility	Adults & Children	Adults & Children	Adults & Children	Adults & Children
Frequencies Exams/Cleanings Fluoride X-Rays - Bitewing/Full Mouth Sealants Fillings Major Services	Once per 6 months Once per 6 months, to age 14 Once per 12 months / Once per 60 months Once per 36 months, to age 16 1 per 12 months under age19 | 1 per 36 months age 19+ 1 per 10 years	Once per 6 months Once per 6 months, to age 14 Once per 12 months / Once per 60 months Once per 36 months, to age 16 1 per 12 months under age19 | 1 per 36 months age 19+ 1 per 10 years	Once per 6 months Once per 6 months, to age 14 Once per 12 months / Once per 60 months Once per 36 months, to age 16 1 per 12 months under age19 | 1 per 36 months age 19+ 1 per 10 years	Once per 6 months Once per 6 months, to age 14 Once per 12 months / Once per 60 months Once per 36 months, to age 16 1 per 12 months under age19 | 1 per 36 months age 19+ 1 per 10 years
Benefit Comparison	**Non-Network**	**Non-Network**	**Non-Network**	**Non-Network**
Out of Network Reimbursement	90th	90th	90th	90th
Out of Network Reimbursement %	90% | 60% | 40% | 50% (Employees residing in TX: 100% | 80% | 50% | 50%)	100% | 80% | 50% | 50%	90% | 60% | 40% | 50% (Employees residing in TX: 100% | 80% | 50% | 50%)	100% | 80% | 50% | 50%
Notes				
Rate Guarantee	**2 years until 9/30/2028**	**2 years until 9/30/2028**	**2 years until 9/30/2028**	**2 years until 9/30/2028**
Participation Requirement	Asumes 80% of eligible employees	Asumes 80% of eligible employees	Asumes 80% of eligible employees	Asumes 80% of eligible employees

	Tier	Count 1	Count 2	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost	Premium	ER Cost	EE Cost
	EE Only	300	201	$31.84	$0.00	$31.84	$43.55	$0.00	$43.55	$34.99	$0.00	$34.99	$47.86	$0.00	$47.86
	EE + 1	164	155	$49.35	$0.00	$49.35	$67.62	$0.00	$67.62	$54.24	$0.00	$54.24	$59.61	$0.00	$59.61
	EE + Fam	213	169	$77.91	$0.00	$77.91	$106.64	$0.00	$106.64	$85.62	$0.00	$85.62	$94.10	$0.00	$94.10

Cost Comparison	**OPTION 6**		**TOTAL**	**OPTION 7**		**TOTAL**
Employees Pay	$34,240.23	$37,256.81	$71,497.04	$37,629.42	$34,762.31	$72,391.73
Employer Pays	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Monthly Premium	**$34,240.23**	**$37,256.81**	**$71,497.04**	**$37,629.42**	**$34,762.31**	**$72,391.73**
Total Annualized Premium	**$410,882.76**	**$447,081.72**	**$857,964.48**	**$451,553.04**	**$417,147.72**	**$868,700.76**
Annual Change From Current	**$0.00**		**0.0%**	**$10,736.28**		**1.3%**

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Vision Renewal History

Effective Date	Current		Initial Renewal		Final Renewal		Differential	Action	Financing Strategy
	Carrier	Premium	Premium	%	Premium	%			
10/1/2022	Standard	$103,304	$107,767	4%	$107,767	4%	$0	Renewed Same Carrier	Fully Insured
10/1/2023	Standard	$107,767	$107,767	0%	$107,767	0%	$0	Renewed Same Carrier	Fully Insured
10/1/2024	Standard	$107,767	$107,767	0%	$107,767	0%	$0	Renewed Same Carrier	Fully Insured
10/1/2025	Standard	$107,767	$107,767	0%	$107,767	0%	$0	Renewed Same Carrier (in rate guarantee)	Fully Insured

Total Differential	$0
Differential per Year	
Year over Year Change	

Vision

Executive Summary of Vision Coverage

City of Ocala

October 1, 2026 - September 30, 2027

			CURRENT The Standard Balanced Care Vision II Plan A (EyeMed Select)			RENEWAL The Standard Balanced Care Vision II Plan A (EyeMed Select)			RENEWAL ALTERNATE 1 The Standard Balanced Care Vision II Plan A (EyeMed Select)			OPTION 1 MetLife VSP Choice			OPTION 2 MetLife VSP Choice		
Benefit Comparison			**In-Network**			**In-Network**			**In-Network**			**In-Network**			**In-Network**		
Frequency of Service - Exam/Lenses/Frames			12 / 12 / 12			12 / 12 / 12			12 / 12 / 12			12 / 12 / 12			12 / 12 / 12		
Eye Exam			$4			$4			$4			$0			$0		
Lenses																	
Single			$10			$10			$10			$10			$0		
Bifocal			$10			$10			$10			$10			$0		
Trifocal			$10			$10			$10			$10			$0		
Frames			$100 + 20% off balance			$100 + 20% off balance			$150 + 20% off balance			$100 + 20% off balance / $120 on featured frames / $55 on Costco, Walmart, & Sam's Club			$150 + 20% off balance / $170 on featured frames / $85 on Costco, Walmart, & Sam's Club		
Contact Lenses in Lieu of Frames & Lenses?			Yes			Yes			Yes			Yes			Yes		
Contact Lenses Elective Medically Necessary			$100 + 15% off balance Covered in full			$100 + 15% off balance Covered in full			$150 + 15% off balance Covered in full			$100 Covered in full after copay			$150 Covered in full after copay		
Rate Guarantee			**Up to 9/30/2026**			**2 years until 9/30/2028**			**2 years until 9/30/2028**			**2 years until 9/30/2028**			**2 years until 9/30/2028**		
Participation Requirement			25%			25%			25%			71%			71%		
Notes	**Tier**	**Counts**	**Premium**	**ER Cost**	**EE Cost**	**Premium**	**ER Cost**	**EE Cost**	**Premium**	**ER Cost**	**EE Cost**	**Premium**	**ER Cost**	**EE Cost**	**Premium**	**ER Cost**	**EE Cost**
	EE Only	480	$5.20	$0.00	$5.20	$4.68	$0.00	$4.68	$5.20	$0.00	$5.20	$4.42	$0.00	$4.42	$5.20	$0.00	$5.20
	EE + 1	328	$10.36	$0.00	$10.36	$9.32	$0.00	$9.32	$10.36	$0.00	$10.36	$8.81	$0.00	$8.81	$10.36	$0.00	$10.36
	EE + Fam	260	$16.24	$0.00	$16.24	$14.60	$0.00	$14.60	$16.24	$0.00	$16.24	$13.80	$0.00	$13.80	$16.24	$0.00	$16.24
Cost Comparison			**CURRENT**			**RENEWAL**			**RENEWAL ALTERNATE 1**			**4**			**4**		
Employees Pay			$10,116.48			$9,099.36			$10,116.48			$8,599.28			$10,116.48		
Employer Pays			$0.00			$0.00			$0.00			$0.00			$0.00		
Total Monthly Premium			**$10,116.48**			**$9,099.36**			**$10,116.48**			**$8,599.28**			**$10,116.48**		
Total Annualized Premium			**$121,397.76**			**$109,192.32**			**$121,397.76**			**$103,191.36**			**$121,397.76**		
Annual Change From Current						**-$12,205.44**		**-10%**	**$0.00**		**0%**	**-$18,206.40**		**-15%**	**$0.00**		**0%**
									Sold with Standard dental								

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Vision

Executive Summary of Vision Coverage

City of Ocala

October 1, 2026 - September 30, 2027

			OPTION 3 Guardian VSP Choice			OPTION 4 Guardian VSP Choice		
Benefit Comparison			**In-Network**			**In-Network**		
Frequency of Service - Exam/Lenses/Frames			Once every calendar year / Once every calendar year / Once every calendar year			Once every calendar year / Once every calendar year / Once every calendar year		
Eye Exam			$0			$0		
Lenses								
Single			$0			$0		
Bifocal			$0			$0		
Trifocal			$0			$0		
Frames			$130 + 20% off balance / $70 at Costco, Walmart, Sam's Club			$150 + 20% off balance / $80 at Costco, Walmart, Sam's Club		
Contact Lenses in Lieu of Frames & Lenses?			Yes			Yes		
Contact Lenses								
Elective			$130			$150		
Medically Necessary			Covered in full			Covered in full		
Rate Guarantee			**2 years until 9/30/2028**			**2 years until 9/30/2028**		
Participation Requirement			Assumes 71% of eligible employees			Assumes 71% of eligible employees		
Notes	**Tier**	**Counts**	**Premium**	**ER Cost**	**EE Cost**	**Premium**	**ER Cost**	**EE Cost**
	EE Only	480	$5.20	$0.00	$5.20	$5.58	$0.00	$5.58
	EE + 1	328	$10.36	$0.00	$10.36	$11.13	$0.00	$11.13
	EE + Fam	260	$16.24	$0.00	$16.24	$17.44	$0.00	$17.44
Cost Comparison			**OPTION 3**			**OPTION 4**		
Employees Pay			$10,116.48			$10,863.44		
Employer Pays			$0.00			$0.00		
Total Monthly Premium			**$10,116.48**			**$10,863.44**		
Total Annualized Premium			**$121,397.76**			**$130,361.28**		
Annual Change From Current			**$0.00**		**0%**	**$8,963.52**		**7%**
			Must be sold with dental			Must be sold with dental		

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Basic Life & AD&D

Executive Summary of Group Life & AD&D Coverage

City of Ocala

October 1, 2026 - September 30, 2027

		CURRENT Minnesota Life			RENEWAL Minnesota Life		
Benefit Comparison		**Benefit**	**Maximum**	**Guaranteed Issue**	**Description**		
Life Benefit - Class 1: All eligible active full-time employees & elected officials		1x annual earnings	$300,000	Full benefit	1x annual earnings	$300,000	Full benefit
Life Benefit - Class 2: Department Heads & Executive employees		1x annual earnings + $100,000	$300,000	Full benefit	1x annual earnings + $100,000	$300,000	Full benefit
Life Benefit - Class 3: Deputies & Modified Executive employees		1x annual earnings + $50,000	$300,000	Full benefit	1x annual earnings + $50,000	$300,000	Full benefit
AD&D Benefit - Classes 1-3		1x annual earnings + $10,000			1x annual earnings + $10,000		
Age Reduction Schedule		AD&D terminates at age 70			AD&D terminates at age 70		
Dependent Life		Spouse & Child: $10,000			Spouse & Child: $10,000		
Conversion		Included			Included		
Seatbelt/Safe Driver		Included			Included		
Waiver of Premium		Included			Included		
Accelerated Death Benefit		Included			Included		
Rate Guarantee		Until 9/30/2026			3 years until 9/30/2029		
Notes	**Total Volume**	**Description**		**Rate**	**Description**		**Rate**
Life	$85,034,000	Life Rate per $1,000 of Benefit		$0.120	Life Rate per $1,000 of Benefit		$0.120
AD&D	$92,366,000	AD&D Rate per $1,000 of Benefit		$0.022	AD&D Rate per $1,000 of Benefit		$0.022
		Dependent Life (not included in total premium below)		$4.95	Dependent Life (not included in total premium below)		$4.95
Cost Comparison		**CURRENT**			**RENEWAL**		
Employees Pay		$0.00			$0.00		
Employer Pays		$12,236.13			$12,236.13		
Total Monthly Premium		**$12,236.13**			**$12,236.13**		
Total Annualized Premium		**$146,833.58**			**$146,833.58**		
Annual Change From Current					**$0.00**		**0%**
Notes					**Line of Duty included at renewal for no additional cost**		

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Basic Life

Executive Summary of Retiree Life Coverage

City of Ocala

October 1, 2026 - September 30, 2027

		CURRENT Minnesota Life		RENEWAL Minnesota Life	
Benefit Comparison		**Description**		**Description**	
Life Benefit Amount		Amount in place immediately prior to retirement ($300k max)		Amount in place immediately prior to retirement ($300k max)	
Age Reduction Schedule		N/A		N/A	
Dependent Life		Spouse & Child: $10,000		Spouse & Child: $10,000	
Guaranteed Issue Amount		Amount in place immediately prior to retirement ($300k max)		Amount in place immediately prior to retirement ($300k max)	
Accelerated Death Benefit		Included		Included	
Rate Guarantee		Until 9/30/2026		3 years until 9/30/2029	
Notes	**Total Volume**	**Description**	**Rate**	**Description**	**Rate**
Life	$11,095,000	Life Rate per $1,000 of Benefit	$1.900	Life Rate per $1,000 of Benefit	$2.100
		Dependent Life (not included in total premium below)	$4.95	Dependent Life (not included in total premium below)	$4.95
Cost Comparison		**CURRENT**		**RENEWAL**	
Employees Pay		$0.00		$0.00	
Employer Pays		$21,080.50		$23,299.50	
Total Monthly Premium		**$21,080.50**		**$23,299.50**	
Total Annualized Premium		**$252,966.00**		**$279,594.00**	
Annual Change From Current				**$26,628.00**	**11%**

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Voluntary Life

Executive Summary of Voluntary Group Life Coverage

City of Ocala

October 1, 2026 - September 30, 2027

Active Employees

	CURRENT Minnesota Lfie		RENEWAL Minnesota Life	
Benefit Comparison	**Description**		**Description**	
Employee Maximum Life Benefit	Not to exceed 5x annual salary or $500,000		Not to exceed 5x annual salary or $500,000	
Employee Benefit Increments	$10,000		$10,000	
Employee Guaranteed Issue Amount	$150,000		$150,000	
Spouse Maximum Life Benefit	Not to exceed $250,000 or 100% of employees basic + voluntary life		Not to exceed $250,000 or 100% of employees basic + voluntary life	
Spouse Benefit Increments	$5,000		$5,000	
Spouse Guaranteed Issue Amount	$30,000		$30,000	
Dependent Child Benefit	Live birth - age 26: $10,000		Live birth - age 26: $10,000	
Dependent Child Guaranteed Issue Amount	$10,000		$10,000	
Accelerated Death Benefit	Included		Included	
Waiver of Premium	Included		Included	
Portability	Included		Included	
Age Reduction Schedule	None		None	
Rate Guarantee	Until 9/30/2026		3 years until 9/30/2029	
Participation Requirements	None		None	
Notes	**Summary Rates - Per $1,000 of Benefit**		**Summary Rates - Per $1,000 of Benefit**	
	Age	**Life**	**Age**	**Life**
	00-24	$0.063	00-24	$0.063
	25-29	$0.075	25-29	$0.075
	30-34	$0.100	30-34	$0.100
	35-39	$0.113	35-39	$0.113
	40-44	$0.150	40-44	$0.150
	45-49	$0.263	45-49	$0.263
	50-54	$0.463	50-54	$0.463
	55-59	$0.763	55-59	$0.763
	60-64	$0.938	60-64	$0.938
	65-69	$1.638	65-69	$1.638
	70-74	$2.575	70-74	$2.575
	75	$2.975	75	$2.975
	76	$4.660	76	$4.660
	77	$5.000	77	$5.000
	78	$5.340	78	$5.340
	79+	$5.520	79+	$5.520
	Children	$0.130	Children	$0.130

Voluntary Life

Executive Summary of Voluntary Retiree Life Coverage

City of Ocala

October 1, 2026 - September 30, 2027

Retirees

	CURRENT Minnesota Lfie		RENEWAL Minnesota Life	
Benefit Comparison	**Description**		**Description**	
Employee Maximum Life Benefit	Amount retiree had as an active employee		Amount retiree had as an active employee	
Employee Benefit Increments	$10,000		$10,000	
Employee Guaranteed Issue Amount	Amount retiree had as an active employee		Amount retiree had as an active employee	
Spouse Maximum Life Benefit	Equal to or less than the amount that the retiree had as an active employee. Not to exceed 100% of amount the retiree continues on themselves.		Equal to or less than the amount that the retiree had as an active employee. Not to exceed 100% of amount the retiree continues on themselves.	
Spouse Benefit Increments	$5,000		$5,000	
Spouse Guaranteed Issue Amount	Equal to or less than the amount that the retiree had as an active employee		Equal to or less than the amount that the retiree had as an active employee	
Accelerated Death Benefit	Included		Included	
Age Reduction Schedule	None		None	
Rate Guarantee	Until 9/30/2026		3 years until 9/30/2029	
Participation Requirements	None		None	
Notes	**Summary Rates - Per $1,000 of Benefit**		**Summary Rates - Per $1,000 of Benefit**	
	Age	**Life**	**Age**	**Life**
	50-54	$0.670	50-54	$0.670
	55-59	$0.950	55-59	$0.950
	60-64	$1.250	60-64	$1.250
	65-69	$1.810	65-69	$1.810
	70-74	$3.010	70-74	$3.010
	75-79	$6.620	75-79	$6.620
	80	$9.030	80	$9.030
	81	$9.390	81	$9.390
	82	$9.765	82	$9.765
	83	$10.155	83	$10.155
	84	$10.560	84	$10.560
	85	$10.980	85	$10.980
	86	$11.415	86	$11.415
	87	$11.865	87	$11.865
	88	$12.345	88	$12.345
	89	$12.840	89	$12.840
	90+	$13.350	90+	$13.350

Voluntary Short Term Disability

Executive Summary of Short Term Disability Coverage

City of Ocala

October 1, 2026 - September 30, 2027

	CURRENT MetLife	
Benefit Comparison	**Description**	
Maximum Weekly Benefit	60% of the first $1,667 of weekly payroll up to $1,000 maximum	
Day Benefits Begin - Accident / Sickness	15th day	
Maximum Benefit Duration	13 weeks	
Pre-Existing Condition Limitations	6/12	
Guaranteed Issue	Only when newly eligible	
Rate Guarantee	Until 9/30/2027	
Participation Requirements		
Notes	**Age**	**Rate Per $10 of benefit**
	00-24	$0.39
	25-29	$0.41
	30-34	$0.42
	35-39	$0.38
	40-44	$0.41
	45-49	$0.49
	50-54	$0.61
	55-59	$0.75
	60-64	$0.89
	65-69	$1.07
	70-74	$1.07

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Long Term Disability

Executive Summary of Long Term Disability Coverage

City of Ocala

October 1, 2026 - September 30, 2027

Long Term Disability - All		CURRENT MetLife	
Benefit Comparison		**Description**	
Monthly Benefit Maximum		60% of monthly payroll up to $16,667 maximum	
Elimination Period		90 days	
Benefit Duration		SSNRA	
Occupation Period		Class 1 - All full time EE's: 24 months own occ, any occ thereafter Class 2 - All full time police & fire: Any occ	
Earnings Test		Class 1 - All full time EE's: 80% / 60% Class 2 - All full time police & fire: 60%	
Pre-Existing Condition Limitations		6 / 12	
Rate Guarantee		Until 9/30/2027	
Participation Requirements		100%	
Notes	**Monthly Covered Payroll**	**Description**	**Rate**
	$6,486,676	Rate per $100 of Payroll	$0.358
Cost Comparison		**CURRENT**	
Employees Pay		$0.00	
Employer Pays		$23,222.30	
Total Monthly Premium		**$23,222.30**	
Total Annualized Premium		**$278,667.60**	

Volume and Counts are for illustrative purposes only. This proposal is a brief summary of benefits and is not intended to be a complete outline of policy provisions. Rates are subject to final enrollment.

Employee Assistance Program

Executive Summary of Empoyee Assistance Program Coverage

City of Ocala

October 1, 2026 - September 30, 2027

	CURRENT Aetna Resources for Living	
Benefit Comparison	**Description**	
Account Management	Dedicated single point-of-contact	
Telephone Consultation & Referral	Included- Unlimited	
Counseling Sessions	Up to 6 face-to-face	
Management Consultation & Referral	Included	
Identity Theft Consultation	One hour fraud resolution consultation or coaching	
Legal Services	30 min free consultation + 25% discount on services beyond initial consultation	
Financial Services	30 min free consultation + 25% discount on services beyond initial consultation	
Online EAP	Included	
Training/Education/Trauma Response	$250 per hour, plus $150 per hour for travel & prep time	
Rate Guarantee	Until 9/30/2028	
Notes	**#**	**Rate Per Employee Per Month**
Enrolled Employees	1190	$1.54
Cost Comparison	**CURRENT**	
Total Monthly Premium	**$1,832.60**	
Total Annualized Premium	**$21,991.20**	

Administrative Services Only (ASO) (Florida Blue)

The City approved a 5-year amendment to Administrative Services Only fee agreement prior to the 10/1/24 plan year. The City is entering year 3 of the agreement, which includes an increase from the current ASO fee from $51.34 to $52.88. The current fee of $51.34 has been in place since 2021. The agreement holds the $52.88 ASO fee through the 2028-29 plan year.

ASO Fee	
10/1/24	$51.34
10/1/25 (Current)	$51.34
10/1/26	$52.88
10/1/27	$52.88
10/1/28	$52.88

Brown & Brown recommends renewing the Administrative Services Only agreement with Florida Blue.

Dental (Florida Combined Life)

Florida Combined Life has provided the City with a 2.6% increase for the enhanced dental coverage with a 2-year rate guarantee and a 5% rate cap for year 3. Each plan will have higher calendar year maximums available to use for dental services. The dental plan is paid 100% by the employees.

	Low Plan		High Plan	
	Current	Renewal	Current	Renewal
Employee	$31.84	$31.84	$43.55	$45.74
Employee & One Dependent	$49.35	$49.35	$67.62	$71.00
Employee & Two or More Dependents	$77.91	$77.91	$106.64	$111.98

Brown & Brown recommends renewing the Dental coverage with Florida Combined Life (FCL).

Vision (The Standard)

The City's Vision coverage, provided by The Standard. Brown & Brown did a market check to explore what enhanced options may be available. Ultimately, the City was able to enhance the current coverage at no additional cost with a 2-year rate guarantee. The coverage is 100% employee paid.

	Current	Renewal
Employee	$5.20	$5.20
Employee & One Dependent	$10.36	$10.36
Employee & Two or More Dependents	$16.24	$16.24

Brown & Brown recommends renewing the Vision coverage with The Standard.

Basic Life/Voluntary Life (Securian/Minnesota Life)

The Basic Active Life and Voluntary Life coverages were given a rate pass. The rates and terms for the Basic Active Life will not change. Included at no additional cost is a Line of Duty AD&D benefit. It provides an additional benefit of 100% of the Basic AD&D principal sum up to $100,000 for public safety officers (police and fire) that suffer a loss while he or she is performing customary duties for the employer. The Basic Retiree Life will increase from $1.90 to $2.10/$1,000 of coverage. The rates proposed by Securian are guaranteed from 10/1/26-9/30/2029.

	Current Rates	Renewal Rate
Coverage	**Rate per $1,000 per month**	**Rate per $1,000 per month**
Basic Active Life	$.120	$.120
Basic Retiree Life	$1.900	$2.100
Basic Active AD&D	.022	.022

Employee & Spouse Supplemental Life*	**Age**	**Current Rates**	**Age**	**Renewal Rates**
	Under 25	$.063	Under 25	$0.063
	25-29	$0.075	25-29	$0.075
	30-34	$0.100	30-34	$0.100
	35-39	$0.113	35-39	$0.113
	40-44	$0.150	40-44	$0.150
	45-49	$0.263	45-49	$0.263
	50-54	$0.463	50-54	$0.463
	55-59	$0.763	55-59	$0.763
	60-64	$0.938	60-64	$0.938
	65-69	$1.638	65-69	$1.638
	70-74	$2.575	70-74	$2.575
	75	$2.975	75	$2.975
	76	$4.660	76	$4.660
	77	$5.000	77	$5.000
	78	$5.340	78	$5.340
	79+	$5.520	79+	$5.520
Retiree Supplemental Life	**Age**	**Current Rates**	**Age**	**Renewal Rates**
	50-54	$0.670	50-54	$0.670
	55-59	$0.950	55-59	$0.950
	60-64	$1.250	60-64	$1.250
	65-69	$1.810	65-69	$1.810
	70-74	$3.010	70-74	$3.010
	75-79***	$6.62	75-79	$6.62
Dependent Package	$4.95 per unit		$4.95 per unit	
Child Life	$0.130		$0.130	

Brown & Brown recommends renewing the Basic Active Life and AD&D, Basic Retiree Life, Employee & Spouse Supplemental Life, Retiree Supplemental Life and Child Life coverages with Securian (Ochs/Minnesota Life). There is no additional cost impact to the City for these coverages.

Short Term/Long Term Disability (MetLife)

The City of Ocala is in the last year of a 2-year rate guarantee with MetLife for short- and long-term disability coverage. There will be no changes in the cost or benefits for plan year 10/1/26-9/30/27.

Brown & Brown recommends renewing the Short- and Long-Term Disability coverage with MetLife.

Group Medicare (Florida Blue)

The Group Medicare offerings are provided by Florida Blue. The City currently offers three options under the BlueMedicare Plan. Two PPOs and on Prescription Only option. All three options are currently receiving an 8% increase.

	Elite PPO	Platinum PPO	Elite Rx Only
Medical	$93.33	$51.13	
Rx	$363.72	$322.83	$341.97
Fitness	$4.00	$4.00	
Total	**$461.05**	**$377.96**	**$341.97**
Previous Rate	$426.90	$349.96	$316.64
Percent Change	**8%**	**8%**	**8%**

Brown & Brown recommends renewing the Blue Medicare contract. This renewal has no cost or budget impact on the City.

Pet Insurance (Spot Pet Insurance)

The City provides employees the opportunity to purchase this cover through Spot Pet Insurance. This coverage was previously with Nationwide. After meeting with 3 vendors, the decision was made to proceed with Spot.

The program is voluntary, with rates determined by pet type and age, as well as plan and benefits selected. There are currently approximately 73 employees participating in the Pet Insurance benefit.

Brown & Brown recommends moving coverage to Spot. There is no cost or budget impact to the City.

Legal Plan/Identity Theft Plan (Legal Shield/ID Shield)

Legal Shield provides legal and identity theft coverages for employees and their families. These coverages include, but are not limited to legal consultation, legal document preparation, will preparation, Identity, credit and financial account monitoring and identity consultation and advice.

Brown & Brown recommends renewing these benefits with Legal Shield/ID Shield. The coverage is voluntary and has no cost or budgetary impact to the City.

Worksite (Allstate)

The City of Ocala currently provides the opportunity for employees to participate in coverages for Cancer, Accident and Critical Illness through Allstate. These benefits are 100% employee paid. There are no changes to the benefit offerings or costs for the upcoming plan year.

Brown & Brown recommends renewing the Allstate Worksite benefits. There will be no budget impact or cost to the City.

Flexible Spending Account – FSA (Eagles, Benefits by Design, Inc.)

Eagle, Benefits by Design administers the Health Care and Dependent Care Flexible Spending Accounts available to the employees at the City of Ocala. These allow the employees to contribute pre-tax dollars to pay for eligible medical and dependent care expenses. The cost of the administration is $2.90 per employee per month (PEPM). There are currently 249 employees enrolled in the FSA products totaling approximately $8,665 annually.

Brown & Brown recommends continuing the Flexible Spending Account administration through Eagles, Benefits by Design, Inc.

Employee Assistance Program (EAP) – Aetna Resources for Living

The City provides an Employee Assistance Program (EAP) for all full-time employees. The EAP program is intended to provide employees access to services that can assist them in resolving personal issues that may impact their work performance and productivity. Benefits include, but are not limited to:

- 6 Counseling sessions model
- Legal and Financial consultations and online tools
- Online Work Life referral resources
- Digital CBT & mindfulness-based well-being tools
- Management consultations and referrals
- Trainings available on a fee for service basis
- Unlimited standard on site or virtual crisis support services (CISDs) with a cap of 10 hours per incident.

Current	Renewal
$1.54 PEPM	$1.54 PEPM
$19,709 Annually	$19,709 Annually

The City is entering year 2 of a 3-year rate guarantee (through 9/30/2028). There is no additional budget impact to the City. Brown & Brown recommends continuing with Aetna Resources for Living as the City's EAP provider.

RATE CONFIRMATION

1. Policyholder: City of Ocala
2. Policy Number(s): 34516
3. Insurance Product(s): Basic Term Life and AD&D, Employee and Spouse Supplemental Term Life, Retiree Supplemental Term Life, Child Life, Dependent Term Life Package
4. The insurance rates included in this rate confirmation are net of commissions.
5. Underwriting company: Minnesota Life Insurance Company
6. Rate Coverage Period: October 1, 2026 – September 30, 2029

Premium Rates:

	Current Rates		Renewal Rates	
Coverage	**Rate per $1,000 per month**		**Rate per $1,000 per month**	
Basic Active Life	$0.120		$0.120	
Basic Retiree Life	$1.900		$2.100	
Basic Active AD&D	$0.022		$0.022	
Employee and Spouse Supplemental Life*	**Age**	**Rate**	**Age**	**Rate**
	Under 25	$0.063	Under 25	$0.063
	25 – 29	$0.075	25 – 29	$0.075
	30 – 34	$0.100	30 – 34	$0.100
	35 – 39	$0.113	35 – 39	$0.113
	40 – 44	$0.150	40 – 44	$0.150
	45 – 49	$0.263	45 – 49	$0.263
	50 – 54	$0.463	50 – 54	$0.463
	55 – 59	$0.763	55 – 59	$0.763
	60 – 64	$0.938	60 – 64	$0.938
	65 – 69	$1.638	65 – 69	$1.638
	70 – 74	$2.575	70 – 74	$2.575
	75**	$2.975	75**	$2.975
Retiree Supplemental Life	**Age**	**Rate**	**Age**	**Rate**
	50 – 54	$0.670	50 – 54	$0.670
	55 – 59	$0.950	55 – 59	$0.950
	60 – 64	$1.250	60 – 64	$1.250
	65 – 69	$1.810	65 – 69	$1.810
	70 – 74	$3.010	70 – 74	$3.010
	75	$6.620	75	$6.620
	76	$6.620	76	$6.620
	77	$6.620	77	$6.620
	78	$6.620	78	$6.620
	79	$6.620	79	$6.620
	80	$9.030	80	$9.030
	81	$9.390	81	$9.390
	82	$9.765	82	$9.765
	83	$10.155	83	$10.155

	84	$10.560	84	$10.560
	85	$10.980	85	$10.980
	86	$11.415	86	$11.415
	87	$11.865	87	$11.865
	88	$12.345	88	$12.345
	89	$12.840	89	$12.840
	90+	$13.350	90+	$13.350
Dependent Package	$4.95 per unit		$4.95 per unit	
Child Life	$0.130		$0.130	

**Rates increase beyond age 75 and will be provided upon request.

Securian Financial Group

By  Date February 6, 2026

Kyle Strese

Title 2nd Vice President and Actuary

ACKNOWLEDGEMENT BY AUTHORIZED REPRESENTATIVE OF POLICYHOLDER

This document confirms that the rates stated above are the agreed upon rates for the specified policy numbers. These rates will be charged for coverage amounts effective during the Rate Coverage Period listed above. This renewal offer is subject to the current terms and conditions of the policies covering employees and their dependents. Minnesota Life reserves the right to adjust the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the 2026 renewal census.

By _____ Date _____

Title _____

BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this "Agreement") describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. ("Florida Blue") have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, "Medicare Plan(s)") coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to "we", "us", "our," and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) ("Evidence of Coverage"), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue's contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to “you” or “your” in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty (“LEP”) means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy (“LIS”) means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.

2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.

3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and

2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or

2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums**. You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:

    a. Any portion of the Premium due for coverage provided by us prior to termination; and

    b. Any amounts otherwise due us.

2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.

3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.

4. **Service Area**. There is no longer any Covered Person who lives, resides, or works in the Service Area.

5. **Termination or Non-renewal of the CMS Contract**. We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.

2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero ($0.00).

2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access

healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements ("CMS Mandated Amendments") with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors,

heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person’s disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the

Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue's provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of ***City of Ocala.*** The benefits of this Agreement as set forth in the Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium:

Elite PPO	***$461.05***
Platinum PPO	***$377.96***
Elite Rx	***$341.97***

The Group's Agreement is effective as of ***10/1/2026***

IN WITNESS WHEREOF, the parties have executed this Agreement as of dates listed below.

Blue Cross Blue Shield of Florida, Inc. (DBA Florida Blue)	***City of Ocala #15920***
By: _____ (Signature)	By: _____ (Signature)
Name: Andrea Davis (Please Print or Type)	Name: _____ (Please Print or Type)
Title: Vice President, Medicare Product Growth & Ops.	
Date: _____	Date: _____

☐ Florida Blue ☐ truli for health ☒ Florida Combined Life An Independent Licensee of the Blue Cross and Blue Shield Association ☐ Capital Health PLAN An Independent Licensee of the Blue Cross and Blue Shield Association

LARGE GROUP EMPLOYER APPLICATION

Group Name (full and complete legal name): CITY OF OCALA	Group #: 15920
Doing Business As: CITY OF OCALA	Effective Date: 10/01/2026
Contract Type: ☐ New ☒ Renewal ☐ Other_____	

I. Selection of Coverage*

Coverage Selected: ☐ Health ☐ Vision ☒ Dental

(For detailed information refer to Section IV: Benefit Information)
Blue Cross and Blue Shield of Florida, Inc., DBA Florida Blue, Health Options, Inc., DBA Florida Blue HMO, BeHealthy Florida Inc., DBA Truli for Health, Capital Health Plan Inc. (CHP), are the carriers for Health and Vision Plan offerings in this application. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application.

II. Group Information

1. SIC Code: 9199	2. Nature of Business: General government
3. Tax ID Number: 596000039	4. Workers' Compensation Carrier: SELF INSURED

The Policy excludes expenses for any service or supply to diagnose or treat any Condition from or in connection with an Insured's job or employment (e.g., any service or supply which is covered by Workers' Compensation insurance) except for medically necessary services (not otherwise excluded) for an individual who is not covered by Workers' Compensation and that lack of coverage did not result from any intentional action or omission by that individual. The foregoing exclusion applies to an individual who elects exemption from Workers' Compensation coverage and to an individual who foregoes Workers' Compensation coverage available to employees in the Group.

Group Addresses

5. Applicant Group Physical Address: 110 SE WATULA AVE FL 3

County: Marion	City: OCALA	State: FL	Zip Code: 34471

Group Contact Information

8. Decision-Maker Name: TODD SWANSON	Email: tswanson@ocalafl.gov	Phone Number: (352) 629-8365
Location(s) (if applicable):		
9. Primary Benefit Administrator Name: TODD SWANSON	Email: tswanson@ocalafl.gov	Phone Number: (352) 629-8365
Location(s) (if applicable):		

Common Ownership, Subsidiary & Affiliate Information

10. Is your organization considered a single employer (i.e., as part of a controlled group of corporations) under subsection (b), (c), (m) or (o) of section 414 of the Internal Revenue Code of 1986? ☐ Yes ☒ No

Billing Options

13. Bill Setup: ☒ One Bill ☐ Multiple Bill by Location ☐ Multiple Bill by Other Categories

14. Bill Itemizing: ☒ None ☐ Custom Categories

15. Bill Sorting by: ☒ Alphabetical ☐ Contract Number

III. Eligibility Information

Employee Eligibility

1. Waive the waiting period for the initial group enrollment? ☐ Yes ☒ No

2. Description	Product	Length of Waiting Period	Employees Become Eligible On	Last Day of Coverage

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Applicant Group Name (full and complete legal name)	Tax ID	Group # (if applicable)
CITY OF OCALA	596000039	15920

ALL EMPLOYEES	Dental	30	1st day of billing cycle	Last day of billing cycle

New eligible employee must submit an application to Florida Blue/Florida Blue HMO/Truli for Health/CHP /Florida Combined Life for Dental within 31 days of the date the individual first meets the applicable eligibility requirements.

3. Total average number of employees on payroll (full-time, part-time, and seasonal) for the prior calendar year, regardless of insurance eligibility: 975

4. Total number of employees (including owners, partners, etc.) currently employed by your business: 975

Ancillary

ELIGIBILITY THE FOLLOWING INFORMATION IS TO BE PROVIDED ONLY FOR COVERAGE SELECTED:	**Participation Requirements**	**# Eligible**	**# Enrolled**	**% Enrolled**	**% Employer Contribution For Employee**	**% Employer Contribution For Dependent**
Dental	50% - True Group; 30% - Voluntary. 4 contracts per plan (10 on FS305I and FS295I)	975	0	0.00%	0.00	0.00

IV. Benefit Information

Dental Coverage

Administrative Options

1. Annual Open Enrollment Period: From: 9/1 To: 9/30

2. Renewal Date: Month: October Day: 1

3. Benefit Plan Year: From: 01 / 01 / 2026 (Month Day Year) To: 12 / 31 / 2026 (Month Day Year)

☐ 12 Months following Eff Date ☒ Calendar Year (Jan 1 – Dec 31)

4. Domestic Partner: None

5. Overage Dependent: Opt In

6. Additional Admin Options to note: _____

PLAN #_____ Schedule of Benefits (Attach a copy of the Proposal, if any)

1. Eligible Classes: Active Full Time

2. Plan name: BlueDental Choice Plus Voluntary High

3. Plan Year Deductible:

	Individual	Family
In-Network	$ 50	$ 150
Out-of-Network	$ 50	$ 150

4. Coinsurance %

	Preventive	Basic	Major
In-Network	100 %	80 %	50 %
Out-of-Network	100 %	80 %	50 %

5. Annual Maximum:
In-Network $ 1500
Out-of-Network $ 1500

6. Rollover Benefit: ☒ Yes ☐ No

7. Orthodontia : ☐ Child only coverage (ends at 19) ☒ All Insureds covered ☐ None

Orthodontia Lifetime Maximum
In-Network $ 1000
Out-of-Network $ 1000

Orthodontia Coinsurance %
In-Network 50 %
Out-of-Network 50 %

8. Flexibility of service items:

	Standard	Non-Standard
Bitewing X-rays	☒ Preventive	☐ Basic
Periapical / Full Mouth / Panoramic Xrays	☐ Basic	☒ Preventive
Sealants	☐ Basic	☒ Preventive
Space Maintainers	☐ Basic	☒ Preventive
Endodontics	☒ Basic	☐ Major
Periodontics (Non-Surgical)	☒ Basic	☐ Major
Periodontics (Surgical)	☒ Major	☐ Basic

9. Cleaning Frequency: 2

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Applicant Group Name (full and complete legal name)	Tax ID	Group # (if applicable)
CITY OF OCALA	596000039	15920

10. Choice Plus Out of Network reimbursement: 90th U&C

PREMIUM RATES

Employee Only	Employee + 1	Employee + Family
$45.74	$71.00	$111.98

PLAN #_____ Schedule of Benefits (Attach a copy of the Proposal, if any)

1. Eligible Classes: Active Full Time

2. Plan name: BlueDental Choice Plus Voluntary Low

3. Plan Year Deductible:

	Individual	Family
In-Network	$ 50	$ 150
Out-of-Network	$ 50	$ 150

4. Coinsurance %

	Preventive	Basic	Major
In-Network	100 %	80 %	50 %
Out-of-Network	90 %	60 %	40 %

5. Annual Maximum:
In-Network $ 1250
Out-of-Network $ 1250

6. Rollover Benefit: ☒ Yes ☐ No

7. Orthodontia : ☐ Child only coverage (ends at 19) ☒ All Insureds covered ☐ None

Orthodontia Lifetime Maximum
In-Network $ 1000
Out-of-Network $ 1000

Orthodontia Coinsurance %
In-Network 50 %
Out-of-Network 50 %

8. Flexibility of service items:

	Standard	Non-Standard
Bitewing X-rays	☒ Preventive	☐ Basic
Periapical / Full Mouth / Panoramic Xrays	☐ Basic	☒ Preventive
Sealants	☐ Basic	☒ Preventive
Space Maintainers	☐ Basic	☒ Preventive
Endodontics	☒ Basic	☐ Major
Periodontics (Non-Surgical)	☒ Basic	☐ Major
Periodontics (Surgical)	☒ Major	☐ Basic

9. Cleaning Frequency: 2

10. Choice Plus Out of Network reimbursement: 90th U&C

PREMIUM RATES

Employee Only	Employee + 1	Employee + Family
$31.84	$49.35	$77.91

V. Applicant Responsibilities

Health, Dental, Vision: The applicant hereby applies for issuance of a Group Policy (herein referred to as a policy) by Blue Cross and Blue Shield of Florida, Inc., DBA Florida Blue, Health Options, Inc., DBA Florida Blue HMO, BeHealthy Florida Inc., DBA Truli for Health, CHP and/or Florida Combined Life (FCL). Upon acceptance of the application by Florida Blue, Florida Blue HMO, Truli for Health, CHP and/or FCL, it will become part of the Policy issued to the applicant named above. This Policy may be terminated by the applicant or Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL by giving at least 45 days prior written notice to the other party except in the case of non-payment of Premium.

Rate Information: Premiums/Prepayment fees are payable monthly on or before the due date which will be the 1st. Regular Billing-Employee applications should be submitted thirty (30) days prior to proposed Effective Date. Employee cancellations must be submitted within 30 days of the Effective Date of the Termination. The Rates established for this Policy will not be changed for the first twelve (12) months following the original Effective Date of Coverage unless there is a change in benefits or a 15% or more change in the composition of the group. However, Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL may change the Rates that are to be effective after this initial twelve (12) month period of coverage by providing notice to the employer of such changed Rates at least forty-five (45) days prior to their Effective Date.

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Applicant Group Name (full and complete legal name)	Tax ID	Group # (if applicable)
CITY OF OCALA	596000039	15920

A) The Applicant Shall

1) Be solely responsible for notifying each enrollee, employee, retiree, or beneficiary of the benefits selected, the effective date, and the termination date of coverage (at no time and for no reason, will the applicant be deemed an agent of Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL, nor shall Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL be responsible for such notification to enrollees, employees, retirees or beneficiaries).
2) Notify Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL promptly of any changes in the eligibility of enrollees covered under this Agreement.
3) List any absentees at the time of initial enrollment on the appropriate Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL form. Applications from absentees will be accepted at Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL Corporate Headquarters no later than thirty (30) days from the group's original Effective Date.
4) Collect enrollee contribution, if required, and remit Premium payment/prepayment fees to Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL as specified in this application.
5) Be solely responsible for providing an SBC to each employee and their dependents, at the following times, and under the following circumstances: upon application for coverage; by the first day of coverage if there are changes to the SBC after application; to special enrollees; upon renewal; or upon request for an SBC or summary information about health coverage.

B) Applicant hereby establishes an Employee Welfare Benefit Plan for the purpose of providing for its employees or their beneficiaries medical, surgical, hospital care, or benefits in the event of sickness.

C) Applicant acknowledges that if applying for BlueOptions with an Exclusive Provider Provision (EPP), all eligible employees live, reside or work in the Service Area and the applicant acknowledges receipt of a description of the following: 1) exclusive providers; 2) the exclusive provider provisions, including coinsurance and deductible levels if providers other than exclusive providers are used; 3) coverage for emergency and urgently needed care and other out-of-service area coverage; 4) limitations on referrals to restricted exclusive providers and to other providers; and 5) Florida Blue's quality assurance program and grievance procedure. Applicant further acknowledges its understanding of the restrictions of the BlueOptions Exclusive Provider Organization.

D) If applicant chose an HSA, HRA, or FSA integrated arrangement with Florida Blue/Florida Blue HMO/Truli for Health's preferred administrator in Section IV under Health Coverage subsection, applicant agrees to obtain from each employee enrolling in a health plan issued or administered by Florida Blue/Florida Blue HMO/Truli for Health and establishing an HSA, HRA, or FSA in conjunction therewith, the employee's signed HIPAA compliant authorization form that authorizes Florida Blue/Florida Blue HMO/Truli for Health to disclose to Florida Blue/Florida Blue HMO/Truli for Health's preferred administrator such information, including protected health information, of the employee as administrator may require in order to establish and maintain the employee's HSA, HRA, or FSA accounts. Applicant acknowledges and agrees that Florida Blue/Florida Blue HMO/Truli for Health does not provide banking or administrative services for HSA, HRA, or FSAs and that Florida Blue/Florida Blue HMO/Truli for Health is not responsible for the provision of HSA, HRA, or FSA services. HSA, HRA, or FSA services are provided by the administrator of applicant's choice subject to the terms and conditions of such agreements, including any fees that the administrator may require.

E) Applicant understands that if applying for an HSA-qualified High Deductible Health Plan and electing to grant Prior Carrier Credit under Florida law to enrolling Employees, then that plan may no longer qualify as an HSA- compatible plan.

F) I understand that this information will be used to determine my group's compliance with Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL Underwriting Guidelines, as well as the relevant State and Federal laws relating to my group and plan. Florida Blue/Florida Blue HMO/CHP/Truli for Health/FCL reserves the right to request documentation to support evidence of business activity at any time, and from time to time as validation of compliance.

G) Applicant agrees to receive group invoices and other communications from Florida Blue/Florida Blue HMO/Truli for Health/FCL electronically through your EmployerPoint account. You agree to keep your email address up-to-date in order to access and receive required communications through your EmployerPoint account. Applicant understands that failing to update your email address may result in delay of notification of important information including premium invoices. Applicant may change this mailing preference at any time by calling Florida Blue/Florida Blue HMO/Truli for Health/FCL or logging into your EmployerPoint account.

Certification:

1) The applicant hereby certifies that the information contained in this application, including any attachment to it, is true and complete.

Fraud Notice: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Applicant Group Name (full and complete legal name)	Tax ID	Group # (if applicable)
CITY OF OCALA	596000039	15920

Please print or type, except where signature is requested.

For (Name of Applicant):	Representative:	Licensed Agent (FL):
CITY OF OCALA	ANDY CARROLL	MELANIE STEGALL
By: TODD SWANSON	Representative Code & License:	License #:
Signature:	Representative Signature:	Licensed Agent Signature:
Dated:	Representative Email: Andy.Carroll@bcbsfl.com	Licensed Agent Email: melanie.stegall@bbrown.com
Date:	Date:	Date:

Health and Vision insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, CHP and/or Truli for Health, which are affiliates of Florida Blue. Florida Combined Life Insurance Company, Inc., is the carrier for the Dental offerings in this application. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

Reset

Standard Insurance Company

900 SW Fifth Avenue Portland OR 97204-1282

Request for Group Insurance Amendment

EMPLOYER:	GROUP NUMBER:
City of Ocala	**755489**

As an authorized representative of the Employer,

1. I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Change vision plan to $150 allowance at current rates

2. I request that the amendment become effective on **10/01/26**. I understand that the amendment will not become effective unless approved and issued by The Standard.

3. I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence Of Insurability or a Pre-existing Condition provision.

4. I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

5. I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

6. I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Signed By: _____ **Title:** _____ **Date:** _____
Authorized Representative

Employee Benefits Consultant: Garrett Berman **Employee Benefits Sales & Service Office:** Tampa

Service Representative: Sarah Alford **Date Received At Employee Benefits Sales & Service Office:** _____

EMPLOYEE BENEFITS CONSULTANT: Please be sure Supplemental Information is completed.

Standard Insurance Company
900 SW Fifth Avenue Portland OR 97204-1282

Supplemental Information

To Be Completed by Employee Benefits Consultant. Please be sure the Employer clearly understands the change requested and any change in premium rates.

UNDERWRITING

Are there any changes to rates, lives, and/or volume created by this requested amendment? ☐ **Yes** ☐ **No**

If **yes,** complete the following information and attach census showing age, sex, and insurance amounts for persons to be added or dropped.

Specify coverage/suffix:				
*Quoted Rates				
*Approximate Volume Increase (Decrease):				
Lives Increase (Decrease):				

Proposal prepared by: ☐ Portland ☐ Employee Benefits Sales & Service Office Client ID No. _____

☐ South Portland ☐ None Prepared Rating Request No. _____

Is any Evidence Of Insurability required on the effective date? ☐ **Yes** ☐ **No** If **yes,** please attach forms.

*If these are separated by billing suffix, please specify suffix.

IMPORTANT NOTICES/REVISED CERTIFICATES

When we issue an Amendment, we will also issue **Notices of Plan Change.** All classifications will be shown in a single Notice. If it is necessary to split out classifications in separate Notices, or if the Employer needs new **Certificates,** please indicate as such in the COMMENTS section below.

Please indicate your preferred document delivery option:

☐ Via Admin*EASE*
☐ Via E-Mail to Employee Benefits Sales & Service Office
☐ Via Diskette to Employee Benefits Sales & Service Office

MAILING INSTRUCTIONS

Do you want the completed **Amendment** mailed to: ☐ **Employee Benefits Sales & Service Office**

*If not Employee Benefits Sales & Service Office, provide **BOTH** the Employer's and Producer's street addresses (No PO Boxes).

☐ Employer		☐ Producer	
NAME		NAME	
ATTN:		ATTN:	
STREET ADDRESS		STREET ADDRESS	
CITY		CITY	
STATE	ZIP CODE	STATE	ZIP CODE

COMMENTS

Print

Eagles
Benefits by Design, Inc.

June 09, 2026

Ciara Torres, Benefits Administrator
City of Ocala
110 SE Vatula Avenue
Ocala, Florida 34471

Dear Ciara,

Welcome to another year of your benefits program! Thank you for choosing Eagles Benefits by Design as your partner. We currently provide these services for Medical Flexible Spending Account, and Dependent Care Account which saved you and your employees over **$189,820.70.**

Eagles offers all types of Consumer Directed Healthcare Accounts, including Health Savings Accounts (HSA), Individual Coverage Health Reimbursement Agreements (ICHRA), Lifestyle Accounts (LSA), Flexible Spending Accounts (FSA), Limited Flexible Spending Accounts, Dependent Daycare Accounts (DDA), and more.

Eagles also administers Dollar Based Dental, a self-funded dental plan loved by Employers, employees, and Dentists. Learn more at https://DollarBasedDental.com.

For current clients of either our Consumer Driven Healthcare Accounts or Dollar Based Dental, we also offer full COBRA and Retiree Billing administration.

Please let us know if you want to discuss adding any of our other services, as you may qualify for a discount.

This letter and the supporting documents provide you with important information and deadlines to enroll your employees on time so they can utilize their 2026-2027 benefits. Flexible benefit plans have become one of the most valued employee benefits because these “cafeteria-style” benefit plans allow employees to budget for planned expenses *and* save taxes!

As you know, the more employees who enroll in the FSA Plan and the more funds they contribute, the greater the tax savings both you, the employer, and your employees will see. As mentioned above, you and your employees **saved over $$189,820.70 in taxes**. As the employer, you save 7.65% on payroll taxes, and your employees save on payroll taxes and income taxes.

Eagles
Benefits by Design, Inc.

Our benefits are the only ones that pay you to offer them!

Employer Savings	**$38,569.15**
Employee Savings	**$151,251.55**
TOTAL SAVINGS*	**$189,820.70**

*Total savings does not include pre-tax dollars employees pay for health insurance premiums, which reduces the amount of income used for tax calculations, resulting in even more significant tax savings to the employer.

Plan Document Update

This year, we are updating our clients' plan documents at no additional charge. We will prepare a custom checklist highlighting your plan's primary features, which you can review and make necessary changes. We will then send you signature-ready documents for adoption.

We are thankful for your business and are not increasing your per-participant fee this year!

As our prices continue to climb, we work hard to constrain costs and keep our fees as low as possible. We continue to leverage technology to provide you with savings. These include sending enrollment materials as soft (pdf), doing web-based enrollment and educational meetings, and moving our clients to ACH claims payments.

There are no changes in your rates for your new plan year. Please sign and return this letter to extend your services for another year. Please contact us to secure these low rates with a multiple-year guarantee.

X Yes, we want to renew all services.

City of Ocala
2026-2027

Each year, the IRS increases the maximums.

X Yes, we want to have the annual maximums.

X Yes, we want to update our plan document and summary plan description

_____	James M Knox
Signature	Signature
_____	James M. Knox
Printed Name	Vice President Eagles, Benefits by Design, Inc
_____	June 09, 2026
Title Date	

238 E Davis Blvd Ste 206 Tampa, FL 33606 850.683.3298 James@CPS125.com

File #: 2026-1506 Agenda Item #: 10d.

Submitted By: Christopher Ramos

Presentation By: Kelly Vann

Department: Information Technology

FORMAL TITLE:
One-year renewal of contract with Tyler Technologies for ongoing service and maintenance costs for the City's financial and human resource enterprise software, Munis, with an estimated expenditure amount of $267,546

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
In August 2025, City Council approved Contract No. ITS/250857 for the maintenance and renewal of the Tyler Munis financial and human resources enterprise software, additional training, modifications, and professional services to support the software. The Tyler Munis financial solution is a completely integrated enterprise resource planning (ERP) system that manages all core functions, including financials, human resources, citizen services, and revenues.

Benefits of using Tyler Technologies Munis:

- Centralized employee database for efficient HR administration
- Automated payroll processing and benefits management
- Comprehensive general ledger for clear financial visibility
- Streamlined accounts payable, purchasing, and grant management processes
- Budgeting and planning tools for effective financial control and monitoring

In May 2022, utilization of the Munis software was expanded to include warehouse management and barcoding to address the need for automation and modernization of its fixed-asset inventory and reconciliation processes.

The City is required to pay $267,545.54 annually for software maintenance, support, and upgrades.

FINDINGS AND CONCLUSIONS:
The Munis ERP software was implemented in 2018 and provides streamlined financial and human resources

processes and reporting. The City has received excellent support from Tyler Technologies, and staff requests renewal of the system's continued use by all City departments.

FISCAL IMPACT:
Funds for the annual renewal of $267,545.54 are budgeted/encumbered in account 001-035-530-516-51-52050 as listed below and will be paid under Munis Contract No. 260696.

- Fiscal Year 2025-26 $3,665.00
- Fiscal Year 2026-27 $263,880.54

The previous one-year contract was approved on August 19, 2025, with a total expenditure of $256,843.54.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's procurement policy.

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

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

tyler technologies

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

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To: CITY OF OCALA
ATTN: INFORMATION TECHNOLOGY
151 SE OSCEOLA AVENUE
OCALA, FL 34471
United States

Ship To: CITY OF OCALA
ATTN: INFORMATION TECHNOLOGY
151 SE OSCEOLA AVENUE
OCALA, FL 34471
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 5232		Net 30	USD	ELEC	

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: OCALA, FL						
22/Dec/2009	1	Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	4,040.72	4,040.72
22/Dec/2009	2	Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER ENTERPRISE **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	19,919.06	19,919.06
22/Dec/2009	3	Renewal: SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	7,227.76	7,227.76
22/Dec/2009	4	Renewal: SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	9,485.27	9,485.27
22/Dec/2009	5	Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	6,260.28	6,260.28
22/Dec/2009	6	Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	6,260.28	6,260.28
22/Dec/2009	7	Renewal: SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	8,536.75	8,536.75
22/Dec/2009	8	Renewal: SUPPORT & UPDATE LICENSING - ePROCUREMENT **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	6,573.28	6,573.28
	9	Renewal:	1	EA	5,335.47	5,335.47

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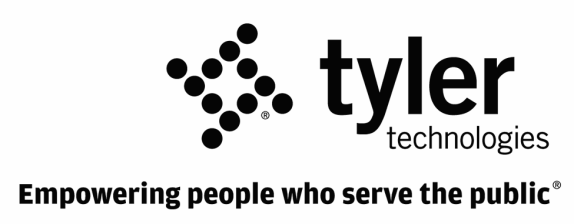
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
22/Dec/2009		SUPPORT & UPDATE LICENSING - ANNUAL COMPREHENSIVE FINANCIAL REPORT **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	10	Renewal:	1	EA	13,089.68	13,089.68
22/Dec/2009		SUPPORT & UPDATE LICENSING - TYLER CASHIERING **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	11	Renewal:	1	EA	8,536.75	8,536.75
22/Dec/2009		SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	12	Renewal:	1	EA	13,459.59	13,459.59
22/Dec/2009		SUPPORT & UPDATE LICENSING - PAYROLL W/ESS **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	13	Renewal:	1	EA	6,165.43	6,165.43
22/Dec/2009		SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	14	Renewal:	1	EA	5,918.81	5,918.81
22/Dec/2009		SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	15	Renewal:	1	EA	6,900.53	6,900.53
22/Dec/2009		SUPPORT & UPDATE LICENSING - REQUISITIONS **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	16	Renewal:	1	EA	9,859.93	9,859.93
22/Dec/2009		SUPPORT & UPDATE LICENSING - PURCHASE ORDERS **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	17	Renewal:	1	EA	9,859.93	9,859.93
22/Dec/2009		SUPPORT & UPDATE LICENSING - INVENTORY **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	18	Renewal:	1	EA	9,859.93	9,859.93
22/Dec/2009		SUPPORT & UPDATE LICENSING - CAPITAL ASSETS **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				
	19	Renewal:	1	EA	4,268.38	4,268.38
22/Dec/2009		SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**				



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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
22/Dec/2009	20	Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	32,866.44	32,866.44
22/Dec/2009	21	Renewal: SUPPORT & UPDATE LICENSING - CASH MANAGEMENT **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	6,900.53	6,900.53
22/Dec/2009	22	Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT **Cycle Start: 09/29/2026, End: 09/28/2027; Term: 12 months**	1	EA	36,604.11	36,604.11
24/Oct/2017	23	Renewal: ANNUAL PAYROLL TAX TABLE UPDATE **Cycle Start: 09/29/2026, End: 09/28/2027; Term: 12 months**	1	EA	1,505.61	1,505.61
24/Oct/2017	24	Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE **Cycle Start: 09/29/2026, End: 09/28/2027; Term: 12 months**	1	EA	6,200.00	6,200.00
19/Jul/2018	25	Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING **Cycle Start: 09/29/2026, End: 09/28/2027; Term: 12 months**	1	EA	3,983.82	3,983.82
31/Dec/2018	26	Renewal: SUPPORT & UPDATE LICENSING - RECRUITING **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	1,419.56	1,419.56
31/Mar/2020	27	Renewal: SUPPORT & UPDATE LICENSING - BMI ASSET TRACK INTERFACE **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	1,425.71	1,425.71
31/Mar/2020	28	Renewal: SUPPORT & UPDATE LICENSING - BMI CollectIT INTERFACE **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	1,425.71	1,425.71
15/Oct/2020	29	Renewal: TYLER SYSTEM MANAGEMENT SERVICES - ADDITIONAL ENVIRONMENT **Cycle Start: 09/26/2026, End: 09/25/2027; Term: 12 months**	1	EA	13,656.22	13,656.22

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Company	Order No.	Date	Page
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Does not include any applicable taxes **Order Total:** 267,545.54

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

AGREEMENT FOR TYLER MUNIS FINANCIAL SOFTWARE PACKAGE

THIS AGREEMENT is entered into this 26th day of September 2017, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Client") and **TYLER TECHNOLOGIES, INC.,** a Florida registered, foreign Delaware corporation (EIN: 75-2303920), located at One Tyler Drive, Yarmouth, ME 04096 ("Vendor" or "Tyler").

WHEREAS:

The City currently utilizes Tyler Technologies' Eden product as its financial software system. The software is no longer meeting the complex financial, reporting, and business needs of the City. Tyler notified the City that in the future the Eden product will be sunset, and no longer supported.

As consideration, Tyler Technologies offered the City their newest financial software platform, Munis, for the reduced costs set forth in this Agreement.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide all software, professional services, and project management to transition to the Tyler Munis financial services platform for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit E – Statement of Work**, and within this Agreement, the additional terms and conditions of the License and Services Addendum, which is attached hereto, and accompanying exhibits (hereinafter collectively referred to as "the Agreement").

2. **COMPENSATION.** City shall pay Vendor for the provision of the software, data conversion and implementation, and in accordance with the contract documents, the not-to-exceed price of **$462,880 (FOUR HUNDRED AND SIXTY TWO THOUSAND EIGHT HUNDRED EIGHTY DOLLARS)**. In addition, an allowance of $25,500 for professional services as requested by the City, and an allowance for travel expenses of $107,000 will be paid as a limiting amount when pre-approved in writing by the City at the parties' initial Kickoff meeting. Unit pricing is set forth in **Exhibit A – Investment Summary and will be invoiced in accordance with Exhibit B – Invoicing and Payment Policy.**

3. **RIGHTS TO MIGRATION MODULES.** When Vendor makes the Tyler Munis Software listed in the Investment Summary (the "Evergreen Modules") and licensed pursuant to this Agreement available to the City for use in live production, the license to the Tyler Eden software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Vendor's maintenance, support, and/or update obligations for such software. The foregoing notwithstanding, upon payment of the annual Eden Legacy Software Maintenance fee, the City shall have view access rights to the Migration Modules for purposes of accessing the City's historical Eden data. The current Eden Legacy Software Maintenance fee is set forth in the Investment Summary (Exhibit A) and is payable according to the Invoicing and Payment Policy (Exhibit B). The City must maintain the Migration Modules in their current environment. For as long as the City pays the annual Eden Legacy Software Maintenance fee, the Vendor will provide the City with limited maintenance and support services to address questions the City may have regarding access to the Eden read-only database; such maintenance and support services do not include repairs or modifications to the read-only Eden database, software upgrades or updates, or bug fixes.

4. **TERM & TERMINATION.** This Agreement shall be effective upon execution by the Client. Tyler will provide implementation services on the estimated schedule set forth in the Statement of Work. The final project schedule shall be mutually developed by the parties as part of the project plan for this implementation. As set forth in the License and Services Addendum, the license rights granted herein are perpetual, subject to the restrictions set forth in the License and Services Addendum. Maintenance and Support Services are provided on an annual basis; payment of yearly software maintenance by the City shall automatically renew the Maintenance and Support Agreement for that period. Either party may terminate this Agreement pursuant to the termination provisions of this Agreement. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Vendor's performance. This evaluation will become public record.

6. **CONTRACT FULFILLMENT.** Vendors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding

suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.

7. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Vendor as noted in **Section 2** and detailed in **Exhibit B** as follows:

   A. Vendor shall invoice the City monthly for ALL work for the preceding calendar month, regardless of the amount of days worked. Invoices for this Agreement will be prepared by Vendor, and submitted through the responsible City Project Manager at: **City of Ocala IT Department, Winsome Jacobs, 110 SE Watula Ave, Ocala, FL 34471, wjacobs@ocalafl.org**. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. Please indicate any payment discount terms on the invoice. One original of the invoice should be included with the submission.

   B. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Vendor promptly when work or products are subsequently performed/delivered to the City's satisfaction in accordance with the Invoice Dispute procedure set forth in Section F (2) of the License and Services Addendum.

8. **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" to General Liability and Business Automobile Liability.

9. **MISCELLANEOUS INSURANCE PROVISIONS.**

   A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. 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. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates. Vendor 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 an A-, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder.

D. Cancellation Notice. Vendor will provide the City with notice of cancellation within thirty (30) days thereof.

E. Failure to Maintain Coverage. In the event Vendor 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 Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

10. **LIABILITY INSURANCE.** Coverage must be afforded under a Commercial General Liability policy with limits not less than:

    1) Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury.

    2) $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations.

    3) Policy must include coverage for Contractual Liability.

    The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will 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 liability arising

out of activities performed by, or on behalf of Tyler. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

11. **AUTO LIABILITY.** Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident The City must be an additional insured on the policy.

12. **WORKERS' COMPENSATION.** Limits: Workers' Compensation- Statutory; Employers' Liability- Statutory. Vendor shall be responsible for ensuring any subcontractor has statutory coverage. City need not be named as an Additional Insured. Vendor will agree to waive subrogation but only on claims under the Commercial General Liability and Automobile policies that arise out of or relate to this Agreement and are between Vendor and the City, except to the extent the damage or injury is caused by the City.

13. **CYBER LIABILITY COVERAGE.** Coverage must be afforded in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

14. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor 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. Vendor 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.

15. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, 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 Vendor performs hereunder.

16. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities to permit Vendor to meet its obligations hereunder.

17. **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. The foregoing notwithstanding, the City's consent shall not be required for an assignment by the Vendor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of the Vendor's assets.

18. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. 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.

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

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

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

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

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

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

20. **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 doing business with City will 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.

21. **EXCESS FUNDS**. Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

22. **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.

23. **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.

24. **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 the 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.

25. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor 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.** 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 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 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.

27. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement in accordance with Section G of the License and Services Addendum. Default shall be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

    A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;

    B. The Vendor provides material that does not meet the specifications of the Agreement;

C. Vendor fails to complete the work required within the time stipulated in the Agreement; and

D. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

28. **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.

29. **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, court orders; acts of Nature; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

30. **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.

31. **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, any and all third-party claims, losses, liabilities, damages, costs, and

expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Vendor's negligence or willful misconduct; or (b) Vendor's violation of a law applicable to its performance under this Agreement. The City must notify Vendor promptly in writing of the claim and give Vendor sole control over its defense or settlement. The City agrees to provide Vendor with reasonable assistance, cooperation, and information in defending the claim at Vendor's expense.

32. **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.

33. **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 Vendor:

Tyler Technologies, Inc.
Attn: Chief Legal Officer
One Tyler Drive
Yarmouth, ME 04096
Phone: 800.772.2260 ext. 4289
Email: Abigail.Diaz@tylertech.com

Copy to:

Tyler Technologies, Inc.
Attn: Jason Cloutier
One Tyler Drive
Yarmouth, ME 04096
Phone: 800.772.2260 ext. 4814
Email: Jason.Cloutier@tylertech.com

If to City of Ocala:

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, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

34. **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 the extent permitted by applicable law, 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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

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

41. **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.

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

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

44. **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.

45. **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.

46. **CONTRACT DOCUMENTS.** In addition to this Agreement for Tyler Munis Financial Software Package and the License and Services Addendum, the contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits below. There are no contract documents other than those listed below.

Exhibit A:	Investment Summary
Exhibit A:	Schedule 1: Migration Modules
Exhibit B:	Invoicing and Payment Policy
Exhibit B,	Schedule 1: Business Travel Policy
Exhibit C:	Maintenance and Support Agreement
Exhibit C:	Schedule 1: Support Call Process
Exhibit D:	Third Party Terms
Exhibit E:	Statement of Work
Exhibit F:	Agreement for Tyler Systems Management

47. **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 the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Brent R. Malever
City Council President

Approved as to form and legality:

Patrick G. Gilligan, City Attorney

TYLER TECHNOLOGIES, INC.

Abigail Diaz, Chief Legal Officer

ACCEPTED BY CITY COUNCIL
July 18, 2017
DATE
OFFICE OF THE CITY CLERK

LICENSE AND SERVICES ADDENDUM

This License and Services Addendum is intended to supplement the terms and conditions set forth in the Agreement for Tyler Munis Financial Software Package between Tyler Technologies, Inc. ("Tyler") and the City of Ocala, Florida ("Client").

In consideration of the foregoing and of the mutual covenants and promises set forth in this Addendum, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means the Agreement for Tyler Munis Financial Software Package and this License and Services Addendum, including the exhibits hereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means CITY OF OCALA.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit B.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as

Schedule 1 to Exhibit C.

- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. In no event, shall Client be billed for more than the estimates set forth in the Investment Summary unless the charges are pre-approved in writing by Client.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide

implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

5. DocOrigin Software. The parties acknowledge that Tyler's independent license for the Third Party software, DocOrigin, is hereby extended to the Client for use with the Tyler Forms Processing Tyler Software. The parties further acknowledge that any issue or dispute related primarily to the license Tyler Forms Processing Tyler Software will be resolved in accordance with the terms of this Agreement, and not the terms of the DocOrigin End User License Agreement (EULA) est forth in Exhibit D. Moreover, notwithstanding any provision to the contrary in the DocOrigin EULA, Tyler is authorized by OF Software, Ltd. to agree to the following: The DocOrigin EULA shall be governed by the laws of the State of Texas, and venue shall be in a federal or state court in or serving Dallas County, Texas.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. For Convenience. With thirty (30) days written notice, the Client may terminate this Agreement for convenience. Upon such termination, you will pay us for all undisputed fees and expenses related to the software, products and/or services you have received, or we have incurred or delivered, prior

to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) OF THIS ADDENDUM AND SECTION 29 OF THE AGREEMENT FOR TYLER MUNIS FINANCIAL SOFTWARE PACKAGE.

4. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

5. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality

covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

6. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

tyler technologies

Quoted By:	Jason Cloutier
Date:	7/19/2017
Quote Expiration:	12/26/2016
Quote Name:	City of Ocala - Munis Migration
Quote Number:	2016-21520
Quote Description:	City of Ocala - Final (Revised 6/19/17) Munis Self Hosted

Sales Quotation For

City of Ocala
2100 NE 30th Avenue
Ocala, Florida 34470
Phone 3523516700

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	$115,500.00	29	$36,975.00	$17,000.00	$169,475.00	$20,790.00
Capital Assets	$34,650.00	8	$10,200.00	$7,000.00	$51,850.00	$6,237.00
Cash Management	$24,250.00	5	$6,375.00	$0.00	$30,625.00	$4,365.00
Contract Management	$15,000.00	4	$5,100.00	$6,000.00	$26,100.00	$2,700.00
Employee Expense Reimbursement	$14,200.00	7	$8,925.00	$0.00	$23,125.00	$2,556.00
Inventory	$34,650.00	8	$10,200.00	$6,200.00	$51,050.00	$6,237.00
Project & Grant Accounting	$25,400.00	6	$7,650.00	$0.00	$33,050.00	$4,572.00
Purchase Orders	$34,650.00	8	$10,200.00	$4,000.00	$48,850.00	$6,237.00
Requisitions	$24,250.00	10	$12,750.00	$0.00	$37,000.00	$4,365.00
Human Capital Management:						
Human Resources & Talent Management	$20,800.00	8	$10,200.00	$0.00	$31,000.00	$3,744.00
Payroll w/ESS	$47,300.00	27	$34,425.00	$25,800.00	$107,525.00	$8,514.00
Revenue:						
Accounts Receivable	$30,000.00	13	$16,575.00	$0.00	$46,575.00	$5,400.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Cashiering	$46,000.00	7	$8,925.00	$0.00	$54,925.00	$8,280.00
Productivity:						
Tyler Reporting Services	$24,000.00	3	$3,825.00	$0.00	$27,825.00	$6,000.00
Tyler Forms Processing	$19,500.00	0	$0.00	$0.00	$19,500.00	$3,900.00
Tyler Content Manager Enterprise	$70,000.00	18	$22,950.00	$0.00	$92,950.00	$12,600.00
Role Tailored Dashboard	$22,000.00	7	$8,925.00	$0.00	$30,925.00	$3,960.00
Munis Office	$22,000.00	3	$3,825.00	$0.00	$25,825.00	$3,960.00
eProcurement	$23,100.00	1	$1,275.00	$0.00	$24,375.00	$4,158.00
Citizen Self Service	$30,000.00	1	$1,275.00	$0.00	$31,275.00	$5,400.00
Additional:						
Payroll Tax Table Updates	$0.00	0	$0.00	$0.00	$0.00	$1,000.00
CAFR Statement Builder	$18,750.00	4	$5,100.00	$0.00	$23,850.00	$3,375.00
Eden Legacy Software Maintenance (reatain support for archive version of Eden)	$0.00	0	$0.00	$0.00	$0.00	$4,000.00
Tyler System Management Services Contract	$0.00	0	$0.00	$0.00	$0.00	$26,804.00
Sub-Total:	$696,000.00		$225,675.00	$66,000.00	$987,675.00	$159,154.00
Less Discount	*$632,150.00*		*$0.00*	*$33,000.00*	*$665,150.00*	*$132,350.00*
TOTAL:	**$63,850.00**	**177**	**$225,675.00**	**$33,000.00**	**$322,525.00**	**$26,804.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Additional Implementation Days (Used only if needed / Billed as incurred)	20	$1,275.00	$0.00	$25,500.00
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Custom Report Writing	10	$1,275.00	$0.00	$12,750.00
Install Fee - New Server Install-WIN	1	$9,000.00	$0.00	$9,000.00
Modification (Contract Management Module): Change the name of a vendor in an open contract	1	$5,100.00	$0.00	$5,100.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Modification (Contract Management Module): Put in a maximum allowed to be paid by subcontractor so even though there is $ left on the contract, they can't pay over the threshold for the sub-	1	$12,750.00	$0.00	$12,750.00
Modification (Contract Management Module): Putting controls in place to enforce that vendors are paid through a contract when a contract is in play	1	$5,100.00	$0.00	$5,100.00
Modification (Payroll Module): "They get .5 for any hours over 40. But what makes up the 40 can vary. So for example if they have 8 hours of vacation it adds to the OT calculation only if they work less than 40 hours that week (not including vacation)	1	$6,375.00	$0.00	$6,375.00
Project Planning Services	1	$11,000.00	$0.00	$11,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Financial	1	$2,800.00	$0.00	$2,800.00
Tyler Forms Library - Payroll	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Personnel Action	1	$1,400.00	$0.00	$1,400.00
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
TOTAL:				**$103,275.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	$230.00	$0.00	$230.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	1	$385.00	$0.00	$385.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	1	$25.00	$0.00	$25.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	3	$62.00	$0.00	$186.00	$0.00	$0.00	$0.00
Printer (TM-S9000)	1	$1,600.00	$0.00	$1,600.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
Tyler Unlimited Client Access	1	$31,000.00	$31,000.00	$0.00	$6,200.00	$0.00	$6,200.00
3rd Party Hardware Sub-Total:			*$0.00*	*$4,076.00*			*$0.00*
3rd Party Software Sub-Total:			*$31,000.00*	*$0.00*		*$0.00*	*$6,200.00*

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
TOTAL:				$4,076.00			$6,200.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$63,850.00	$26,804.00
Total Tyler Services	$361,950.00	$0.00
Total 3rd Party Hardware, Software and Services	$4,076.00	$6,200.00
Summary Total	**$429,876.00**	**$33,004.00**
Contract Total (Excluding Estimated Travel Expenses)	$462,880.00	
Estimated Travel Expenses	$107,000.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals	$2,000.00	$1,000.00	$1,000.00
Accounting - Budgets	$2,000.00	$1,000.00	$1,000.00
Accounting Standard COA	$3,000.00	$1,500.00	$1,500.00
Accounts Payable - Checks	$3,000.00	$1,500.00	$1,500.00
Accounts Payable - Invoice	$4,000.00	$2,000.00	$2,000.00
Accounts Payable Standard Master	$3,000.00	$1,500.00	$1,500.00
Capital Assets - History	$2,500.00	$1,250.00	$1,250.00
Capital Assets Std Master	$4,500.00	$2,250.00	$2,250.00
Contracts	$6,000.00	$3,000.00	$3,000.00
Inventory - Commodity Codes	$2,200.00	$1,100.00	$1,100.00
Inventory Std Master	$4,000.00	$2,000.00	$2,000.00
Payroll - Accrual Balances	$2,500.00	$1,250.00	$1,250.00
Payroll - Accumulators	$2,000.00	$1,000.00	$1,000.00
Payroll - Certifications	$2,000.00	$1,000.00	$1,000.00
Payroll - Check History	$2,000.00	$1,000.00	$1,000.00
Payroll - Deductions	$2,800.00	$1,400.00	$1,400.00
Payroll - Earning/Deduction Hist	$3,500.00	$1,750.00	$1,750.00
Payroll - Education	$2,000.00	$1,000.00	$1,000.00
Payroll - PM Action History	$2,000.00	$1,000.00	$1,000.00
Payroll - Position Control	$2,000.00	$1,000.00	$1,000.00
Payroll - Standard	$3,000.00	$1,500.00	$1,500.00
Payroll - State Retirement Tables	$2,000.00	$1,000.00	$1,000.00
Purchase Orders - Standard	$4,000.00	$2,000.00	$2,000.00
TOTAL:			$33,000.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Transparency Portal	$13,000.00	1	$13,000.00	0
TOTAL:	**$13,000.00**		**$13,000.00**	**0**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Bid Management	$15,000.00	4	$5,100.00	$0.00	$20,100.00	$2,700.00
Work Orders, Fleet & Facilities Management	$43,300.00	25	$31,875.00	$0.00	$75,175.00	$7,794.00
Human Capital Management:						
Recruiting	$9,150.00	4	$5,100.00	$0.00	$14,250.00	$1,647.00
Additional:						
Payroll - Recruiting - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Tyler Disaster Recovery Service	$0.00	0	$0.00	$0.00	$0.00	$26,804.00
Sub-Total:	$67,450.00		$42,075.00	$2,000.00	$111,525.00	$38,945.00
Less Discount	*$0.00*		*$0.00*	*$1,000.00*	*$1,000.00*	*$0.00*
TOTAL:	**$67,450.00**	33	**$42,075.00**	**$1,000.00**	**$110,525.00**	**$38,945.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Install Fee - Transparency Portal	1	$4,500.00	$0.00	$4,500.00
TOTAL:				**$4,500.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Payroll - Recruiting	$2,000.00	$1,000.00	$1,000.00
TOTAL:			**$1,000.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	$115,500.00	$115,500.00	$0.00	$20,790.00	$20,790.00	$0.00
Capital Assets	$34,650.00	$34,650.00	$0.00	$6,237.00	$6,237.00	$0.00
Cash Management	$24,250.00	$0.00	$24,250.00	$4,365.00	$4,365.00	$0.00
Contract Management	$15,000.00	$15,000.00	$0.00	$2,700.00	$2,700.00	$0.00
Employee Expense Reimbursement	$14,200.00	$0.00	$14,200.00	$2,556.00	$2,556.00	$0.00
Inventory	$34,650.00	$34,650.00	$0.00	$6,237.00	$6,237.00	$0.00
Project & Grant Accounting	$25,400.00	$0.00	$25,400.00	$4,572.00	$4,572.00	$0.00
Purchase Orders	$34,650.00	$34,650.00	$0.00	$6,237.00	$6,237.00	$0.00
Requisitions	$24,250.00	$24,250.00	$0.00	$4,365.00	$4,365.00	$0.00
Payroll/HR:						
Human Resources & Talent Management	$20,800.00	$20,800.00	$0.00	$3,744.00	$3,744.00	$0.00
Payroll w/ESS	$47,300.00	$47,300.00	$0.00	$8,514.00	$8,514.00	$0.00
Revenue:						
Accounts Receivable	$30,000.00	$30,000.00	$0.00	$5,400.00	$5,400.00	$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Tyler Cashiering	$46,000.00	$46,000.00	$0.00	$8,280.00	$8,280.00	$0.00
Productivity:						
Citizen Self Service	$30,000.00	$30,000.00	$0.00	$5,400.00	$5,400.00	$0.00
eProcurement	$23,100.00	$23,100.00	$0.00	$4,158.00	$4,158.00	$0.00
Munis Office	$22,000.00	$22,000.00	$0.00	$3,960.00	$3,960.00	$0.00
Role Tailored Dashboard	$22,000.00	$22,000.00	$0.00	$3,960.00	$3,960.00	$0.00
Tyler Content Manager Enterprise	$70,000.00	$70,000.00	$0.00	$12,600.00	$12,600.00	$0.00
Tyler Forms Processing	$19,500.00	$19,500.00	$0.00	$3,900.00	$3,900.00	$0.00
Tyler Reporting Services	$24,000.00	$24,000.00	$0.00	$6,000.00	$6,000.00	$0.00
Additional:						
Payroll Tax Table Updates	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$0.00
CAFR Statement Builder	$18,750.00	$18,750.00	$0.00	$3,375.00	$3,375.00	$0.00
Eden Legacy Software Maintenance (reatain support for archive version of Eden)	$0.00	$0.00	$0.00	$4,000.00	$4,000.00	$0.00
Tyler System Management Services Contract	$0.00	$0.00	$0.00	$26,804.00	$0.00	$26,804.00
TOTAL:	$696,000.00	$632,150.00	$63,850.00	$159,154.00	$132,350.00	$26,804.00

Comments

Tyler's OSDBA Service/Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

Exhibit A
Schedule 1
Migration Modules

Data Dictionaries/Menu Support
Forms Support
Fixed Assets Support
GL/AP/PG Support
Human Resources Support
Inventory Support
Payroll Support
Requisitions Support
Site License Support
State Package Support
Tyler Output Processing Support
TCM Enterprise Support
CORE Cashiering Support - 9 Stations
Core Cashiering Support
Crystal Reports Site License Support
Accounts Payable Support Web
Accounts Receivable Support Web
Human Resources Support Web
Advanced Budgeting Support
Role Tailored Dashboard Support
CAFR Statement Builder Support

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. On the first such anniversary, Client shall no longer be required to pay annual support for the Migration Modules.

   1.3 *Eden Access Fees*: When Tyler makes the Tyler Software listed in the Investment Summary (the "Evergreen Modules") available for live production, Tyler shall invoice Client the Eden Legacy Software Maintenance fee set forth in the Investment Summary. Subsequent Eden Legacy Software Maintenance fees will be invoiced annually in advance on the anniversary of that date unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Fees for subsequent years will be at Tyler's then-current rates.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

3.1 *Systems Management*: Systems Management Services are invoiced on the Available Download Date and shall be provided under the terms of our Agreement for Tyler Systems Management ("TSM Agreement"). Our current TSM Agreement is attached hereto as Exhibit F. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Payroll Tax Table Update Fee*: The first year Payroll Tax Table Update Fee for the one-year period commencing on the Available Download Date is waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the Available Download Date. Annual Payroll Tax Table Update services will renew automatically for additional one-year terms at our then-current Annual Payroll Tax Table Update service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

   4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

   4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated

by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in

accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for

internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is indicated in Exhibit C at Schedule 1.

8. Support of Migration Modules. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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DocOrigin

SOFTWARE LICENSE

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1.4 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights**. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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8.4 **Governing Law and Venue**. This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]



Exhibit E
Statement of Work

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STATEMENT OF WORK

MUNIS IMPLEMENTATION



Prepared for:

City of Ocala

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Ocala the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Munis	Financial Management
Munis	Procurement
Munis	CAFR Reporting
Munis	Human Resources & Payroll
Munis	Accounts Receivable and Collections
Munis	Work Order, Fleet and Facilities
Munis	Tyler Reporting Services
Munis	Document Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Stage of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective

communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested byt the City, the Tyler Project Manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City and Tyler can allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the needed data files from a static database for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data.

- The City understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The City is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present

completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments

- The train database will be used by the City for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the City's designated Power Users. The City will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City staff to demonstrate a specific function/feature/executable with the City is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the City to utilize the software. The City is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

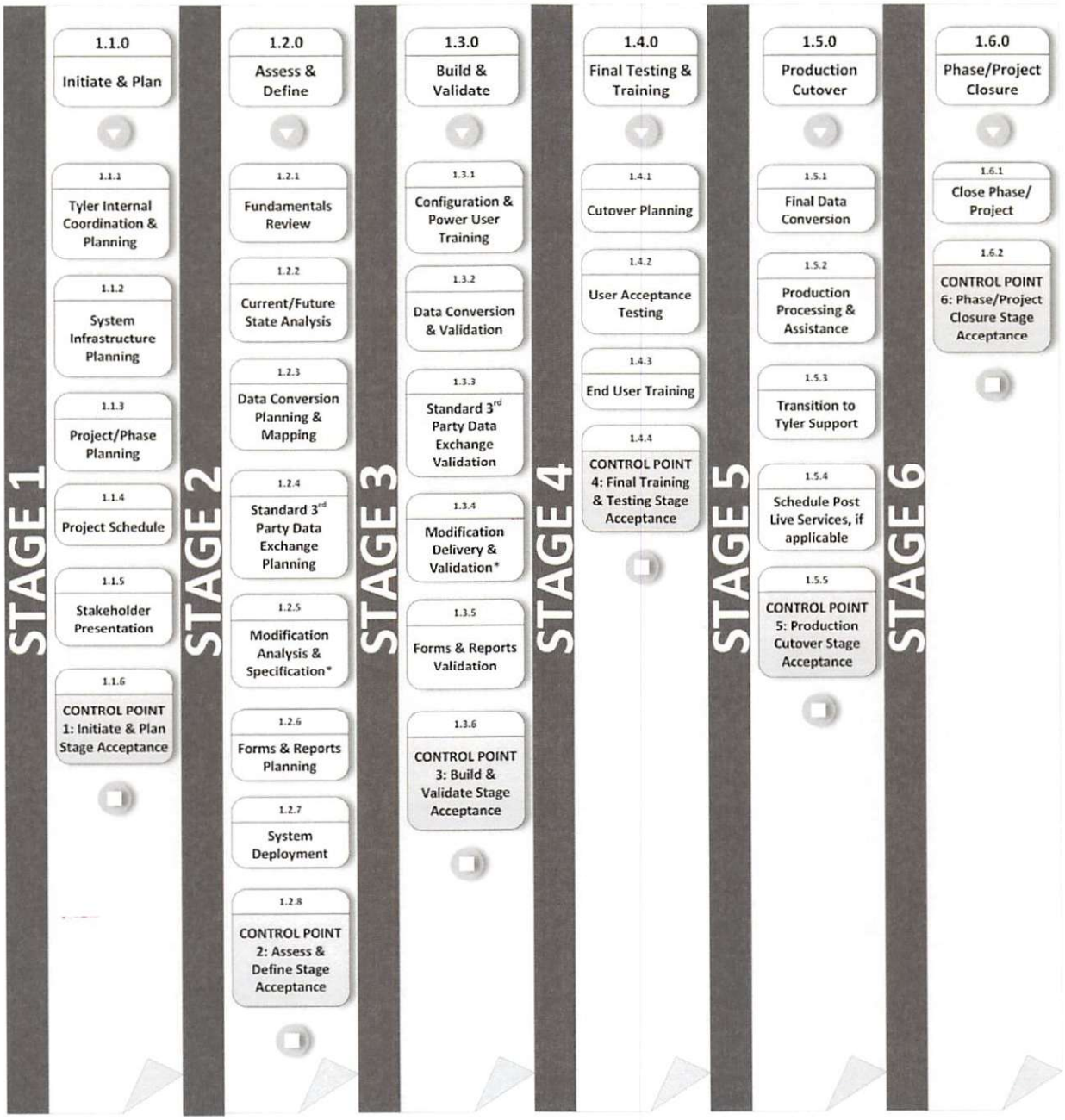
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Stage broken down into smaller, more manageable components. The top level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I									
Provide initial Project documents to Client	A	I	R						C			I									
Sales to Implementation knowledge transfer	A	I	R						C												
Internal planning and phase coordination		A	R					C													

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I					
Deliver implementation management plan		A	R									C	C	I							

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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STAGE 1	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

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STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

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STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

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STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

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STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Customizations by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the City will test and approve those changes during the Build and Validate Stage.

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STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

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STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

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STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs
  - Scope: Design solution for Customization
  - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
  - Objective: Provide specifications for each City in Scope form, Report and output requirements
  - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
  - Objective: Installation of purchased Tyler software
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

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STAGE 3	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

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STAGE 3	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

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STAGE 3	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

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STAGE 3	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

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STAGE 3	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system
  - Scope: Data conversion program complete; deliver converted data for review
  - Acceptance criteria: Initial error log available for review
- Data conversion verification document
  - Objective: Provide instructions to the City to verify converted data for accuracy
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system
  - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Customizations on the City's server(s) *except for hosted Clients
  - Objective: Deliver Customization(s) in Tyler software
  - Scope: Program for Customization is complete and available in Tyler software, Customization testing
  - Acceptance criteria: Delivery of Customization(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review
  - Scope: Installation of all Standard Forms & Reports included in the Agreement
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

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STAGE 4	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

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STAGE 4	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

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STAGE 5	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																					
	TYLER									CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase
  - Acceptance criteria: Data is available in production environment
- Support transition documents
  - Objective: Define strategy for on-going Tyler support
  - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
  - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the project. The Project Manager assigns additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all project related items.

- Contract Management
    - Validates contract compliance throughout the project
    - Ensures Deliverables meet contract requirements
    - Acts as primary point of contact for all contract and invoicing questions
    - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
    - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with City Project Manager(s) to plan and schedule project timelines to achieve on-time implementation

- Implementation Management

  - Tightly manages Scope and budget of project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the project Plan as a whole that is also in balance with Scope/budget
  - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the project
  - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
  - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project

- Team Management

  - Acts as liaison between project team and Tyler manager(s)
  - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
  - Assesses team performance and adjusts as necessary
  - Interfaces closely with Tyler developers to coordinate program Modification activities
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final project plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the project prior to taking action

5.1.5 Tyler Sales

- Provide Sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

5.1.7 Tyler Trainer

- Provides product related education
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users

5.1.8 Tyler Systems Management Services

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks issues and tickets to timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements
- Troubleshoot server and workstaiton issues
- Migrate Tyler Applications and databases to new hardware
- Maintain systems and provide Database and Server Administration

- Provide proactive monitoring of Tyler Application/DB server(s)
- Perform server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases

5.1.9 Tyler Development

- Programs and incorporates Modification(s) per the specifications into the base product
- Performs internal quality assurance by developing technical and help documentation
- Provides software updates and defect fixes

5.1.10 Tyler Disaster Recovery Support

- Conduct and monitor nighltly backups of City databases at hosting facility, transfer nighly backups to Tylers data center.
- Provides services to host Application in the event of a disaster
- Provides 24 hour RPO – Recover Point Objective
- Provides emergency response within 2 business hours
- Ensure Tyler Application availability within 8 business hours
- Provide one annual disaster planning walkthrough

5.1.11 Tyler Subject Matter Expert

- Possesses both a broad and deep understanding of the functionality within Tyler software products for his/her functional area(s)
- Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations
- Provides conversion consulting and mapping assistance
- Follows up on issues identified during sessions
- Documents activities for onsite services
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action
- Performs gap analysis and documents non-contracted Modifications requests

5.1.12 Tyler Data Conversion Experts

- Validates customer data files are in proper format
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions

5.1.13 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope
- Reviews requirements for Peripherals and Consumables, if applicable
- Conducts review of City's form mockup sheets
- Develops final form designs
- Configures and installs Forms software and approved Forms

5.1.14 Tyler Basic Network Support

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks issues and tickets to timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team
- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:

- Cost
- Scope
- Schedule
- project Goals
- City Policies

5.2.3 City Project Manager

The City shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
  - Validates contract compliance throughout the project
  - Ensures invoicing and Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Signs off on contract milestone acknowledgment documents
  - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Review and acknowledge Implementation Management Plan
  - Defines project tasks and resource requirements for County project team
  - Collaborates in the development and approval of the initial Project Plan and Project Plan
  - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
  - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
  - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
  - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management

- Acts as liaison between project team and stakeholders
- Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
- Provides direction and support to project team
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward
- Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
- Assesses team performance and takes corrective action, if needed
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
- Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources
  - Attendance at scheduled sessions
  - Change Management activities
  - Customization specification, demonstrations, testing and approval assistance
  - Conversion Analysis and Verification Assistance
  - Decentralized End User Training
  - Process Testing
  - User Acceptance Testing

5.2.5 City Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process
- Assists with the Software Upgrade process during implementation

- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the City to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The City is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Munis Conversion Summary

7.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

7.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

7.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

7.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

7.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

7.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

7.7 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available.
- Contract detail including line item account and amount detail

7.8 Fixed Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

7.9 Fixed Assets - History

- Transaction history data for acquisitions, disposals, transfers, etc.

7.10 Inventory Master

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

7.11 Inventory – Commodity Codes

- Commodity master information, including codes and descriptions, commodity type, acquisition type, unit of measure, vendor, buyer, approver, and various other codes and flags

7.12 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

7.13 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

7.14 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

7.15 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

7.16 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

7.17 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

7.18 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

7.19 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.

7.20 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

7.21 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

7.22 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

7.23 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

Exhibit F
Agreement For
Tyler Systems Management ("TSM")

Invoice to: City of Ocala ("CUSTOMER")	Contact:
Address: 2100 NE 30th Avenue, Ocala, FL 34470	Telephone: 352-351-6700

CUSTOMER agrees to purchase, and Tyler Technologies, Inc. ("TYLER") agrees to provide, the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Tyler Systems Management Agreement (herein "TSM Agreement") is effective as of the Effective Date of the License and Services Agreement ("Agreement") between TYLER and the CUSTOMER and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the TSM Agreement will automatically renew for additional one year terms, at Tyler's then-current rates, unless terminated by either party at least thirty (30) days' in advance of the upcoming renewal date.

The headings used in the TSM Agreement are for reference purposes only and shall not be deemed a part of this TSM Agreement.

II. Scope of the Agreement:

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of the City of Ocala.

III. Payment:

1. As set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement), CUSTOMER agrees to pay TYLER $26,804 for the services described below. This payment is due and payable upon execution of the TSM Agreement. Thereafter, payments for any renewal payable will be due annually in advance. Payment terms are net thirty (30) days from invoice date.

2. Additional Charges. Any systems management services and/or related materials performed or supplied by TYLER for CUSTOMER that are not in-scope, as defined herein, will be invoiced to CUSTOMER on a time and materials basis at TYLER'S then-current rates

IV. Covered System:

Servers that are required to run the Tyler application.

V. Scope of Services: TYLER will provide the following services for the benefit of CUSTOMER:

a. TYLER SYSTEMS MANAGEMENT Service is available during TYLER's then-current business hours. TYLER'S current business hours are set forth at http://www.tylertech.com/client-support. CUSTOMER may contact a TSM technician using the contact information set forth at http://www.tylertech.com/client-support. Calls will be recorded and answered on a first in first out basis, except on reports that declare CUSTOMER's system down, in which case CUSTOMER's call will be moved to the head of the queue

b. TSM services are restricted to the primary production server(s) that the Tyler Software subject to this TSM Agreement is installed on. In cases where a stand-by server is employed, the stand-by server is included within the scope of this TSM Agreement, as long as the stand-by server is only used in the event of the primary production server failing.

c. Database: Database administration services are restricted to three TYLER databases: one live database, one training database, and one test database.

(1) In cases where additional databases exist, each additional database will be subject to additional fees, which TYLER will quote to CUSTOMER at TYLER's then-current rates.

d. Application Software: In-scope TSM services include two complete sets of the Tyler Software subject to this TSM Agreement: one live set and one test/train set.

e. Required Foundation Software: TSM services include the support and installation of all foundation software TYLER requires CUSTOMER to procure to utilize one live, one train and one test database. Required foundation software is set forth at https://check.tylertech.com/. TYLER does not support, and this TSM Agreement does not include support services for, any Microsoft product that is not required foundation software. TYLER will reasonably cooperate with CUSTOMER in investigating issues within the Tyler Software that may be created by a Microsoft product, but it is CUSTOMER's responsibility to pursue support on Microsoft products directly from Microsoft or its authorized partners.

f. TYLER will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.

g. TYLER will also provide a remote installation and configuration of a new or upgraded server, at CUSTOMER'S request, once every two (2) years.

VI. CUSTOMER Responsibilities:

a. CUSTOMER shall provide, at no charge to TYLER, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.

b. CUSTOMER shall install and maintain for the duration of this TSM Agreement a stable high speed network connection available for remote connections. CUSTOMER shall pay for installation,

maintenance and use of such equipment and associated communication line use charges. TYLER, at its option, shall use this remote interface in connection with error correction.

VI. General

a. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.

b. **Excused Non-Performance:** TYLER shall not be responsible for delays in servicing the products covered by this TSM Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

c. **Limitation of Liability:** TYLER'S liability hereunder shall not exceed CUSTOMER'S actual, direct damages, not to exceed the TSM services fees paid for the year in which CUSTOMER'S claim accrues. CUSTOMER SHALL NOT, IN ANY EVENT, BE ENTITLED TO, AND TYLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF TYLER TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

d. **Governing Law:** This TSM Agreement shall be governed by, and construed in accordance with, the laws of CUSTOMER's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.

e. **Modification of this Contract:** No modifications or amendment of this TSM Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and TYLER.

f. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty (30) days overdue. Support and services will be reinstated when CUSTOMER's account is made current by paying all past due fees.

g. **Reservation of Rights**: TYLER reserves all right, title and interest, including but not limited to intellectual property rights, in and to the Tyler Software, the TSM services, and any services or deliverables related thereto, except as expressly set forth in this TSM Agreement.

Item Details

File Number: 2025-1751

ID #:	2025-1751	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	10	**In Control:**	City Council
				File Created:	07/31/2025
Presented By: :				**Final Action:**	08/19/2025

rmal Title: Approve one-year renewal of contract with Tyler Technologies for ongoing service and maintenance costs for the City's financial and human resource enterprise software, Munis, with an estimated expenditure amount of $321,089

Internal Notes:

Agenda Number: 10d.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - 2025 Renewal - Tyler, 2024 Renewal - TylerMaint_045-476575, Council Report - 8-20-24 - Tyler Technologies - Munis (ITS 230765), Fully Executed - Original Agreement ()FIN 17-001)

Enactment Number:

:ommendation:

Hearing Date:

Entered by: cramos@ocalafl.gov

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/19/2025	Approved				Pass

Action Text: There being no further discussion the motion carried by roll call vote.
Aye: 5 Pro Tem Bethea Sr, Council Member Hilty Sr, Council Member Mansfield, Council Member Musleh, and Council President Dreyer

Text of Legislative File 2025-1751

Submitted By: Christopher Ramos
Presentation By: Christopher Ramos
Department: Information Technology

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal of contract with Tyler Technologies for ongoing service and maintenance costs for the City's financial and human resource enterprise software, Munis, with an estimated expenditure amount of $321,089

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
In August 2024, City Council approved contract ITS/240931 for the maintenance renewal of the Tyler Munis financial and human resources enterprise software, additional training, modifications, and professional services to support the software. The Tyler Munis financial solution is a completely integrated enterprise resource planning (ERP) system that manages all core functions, including financials, human resources, citizen services, and revenues.

Benefits of using Tyler Technologies Munis:

- Centralized employee database for efficient HR administration
- Automated payroll processing and benefits management
- Comprehensive general ledger for clear financial visibility
- Streamlined accounts payable, purchasing, and grant management processes
- Budgeting and planning tools for effective financial control and monitoring

In May 2022, utilization of the Munis software was expanded into warehouse management and barcoding to address the need for automation and modernization of its fixed asset inventory and reconciliation processes.

The City is required to pay yearly software maintenance for the continued use of the software. In addition to the attached invoice of $256,843.54, staff estimates an additional $64,245 will be required to cover future expenditures such as new modifications, training, and assistance during the year, as well as the creation of the year-end Annual Comprehensive Financial Report, W-2s, and 1099s, and other year-end processing.

FINDINGS AND CONCLUSIONS:
The Munis ERP software was implemented in 2018 and provides streamlined financial and human resources processes and reporting. The City has received excellent support services from Tyler Technologies, and staff requests renewal for continued use of the system by all City departments.

FISCAL IMPACT:
Funds for the annual renewal of $256,843.54 are budgeted/encumbered in account #001-035-530-516-51-52050 as listed below and will be paid under Contract No. 250857.

- Fiscal Year 2024-25 $1,407.36
- Fiscal Year 2025-26 $255,436.18

Funds for additional training, modification, and professional services of $64,245 are budgeted in

account #001-035-530-516-68-68010 and will be paid under Contract No. 230675.

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

LEGAL REVIEW:
The underlying agreement was reviewed and approved for form and legality by former City Attorney Patrick G. Gilligan.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

File #: 2026-1615 Agenda Item #: 10e.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

FORMAL TITLE:
Purchase of a four-drum cable puller/tensioner trailer from Altec, Inc., utilizing a Sourcewell Contract in the amount of $164,643

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Electric Utilities department uses cable pullers to install and replace electrical infrastructure throughout the City's service area. The department's current puller, a 2002 Sherman Reilly S-785T cable reel trailer (Unit #22-384), has experienced failure of its cable reel tensioners, and the cost of repair exceeds the unit's value.

FINDINGS AND CONCLUSIONS:
Staff recommends purchasing a new four-drum puller/tensioner trailer. The Altec trailer-mounted TS20-4P cable puller is designed to handle four cable conductors individually, providing a line torque of 2,000 pounds and supporting a cable capacity of up to 8,000 feet. This equipment enhances productivity by allowing crews to deploy multiple cable reels simultaneously, minimizing setup time and optimizing efficiency during electric cable installation and maintenance.

As a political subdivision of the State of Florida, the City of Ocala qualifies as an eligible user of Sourcewell cooperative purchasing agreements to procure commodities and services. The Altec trailer-mounted TS20-4P cable puller will be purchased utilizing Sourcewell Agreement No. 110421-ALT with Altec. These commodities were competitively solicited by Sourcewell, a Minnesota agency and service cooperative, and the solicitation documents have been evaluated and determined by the City's Procurement and Contracting Department to be cost-effective and to afford best value.

The purchase will be made through Altec, Inc., using Sourcewell Contract No. 110421-ALT, for a total cost of $164,643.

Staff recommends approval.

FISCAL IMPACT:
Funding for this purchase is allocated in account 457-032-602-531-66-64010 - Electric Machinery & Equipment.

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

Altec Industries, Inc.

Quote Number:	1941719
Opportunity Number:	25182166
Sourcewell Contract #:	110421-ALT
Date:	6/12/2025

Quoted for: City of Ocala

Altec Account Manager: Jake Lewellen

REFERENCE ALTEC MODEL		Sourcewell Price	Commercial List Price	Discount %
TS20-4P	**Trailer Mounted Four Drum Puller**	**$179,598**	**$185,153**	**3%**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1					
2					
3					
4					

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
		SOURCEWELL OPTIONS TOTAL:	$179,598	$185,153	3%

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		$0
2	UNIT & HYDRAULIC ACC	Rear Hydarulic Jacks ILO Manual	$7,575
3	BODY		$0
4	BODY & CHASSIS ACC		$0
5	ELECTRICAL		$0
6	FINISHING		$0
7	CHASSIS		$0
8	OTHER	Altec MY Price Adjustment	-$25,719
		OPEN MARKET OPTIONS TOTAL:	-$18,153

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$161,445.00**
Delivery to Customer:	**$3,198.00**
Estimated Taxes (Delivery non-taxable):	
TOTAL FOR UNIT/BODY/CHASSIS:	**$164,643.00**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: TBD Based on availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

June 9, 2026
Our 97th Year

Ship To:
CITY OF OCALA
1805 NE 30TH AVE
BLDG 200
OCALA, FL 34470
US

Attn:
Phone:
Email:

Bill To:
CITY OF OCALA
151 SE OSCEOLA AVE
FINANCE DEPT
OCALA, FL 34471
US

Altec Sales Order:	8694153	**X7 Discrete Job:**	1045417169
Altec Quotation Number:	1941719 - 1	**X7 Configured Item:**	000067005-42971649
Run Number:	1528329	**Quantity:**	1
Account Manager:	Jake Lewellen	**X4 Discrete Job:**	
Technical Sales Rep:	Jesse C Boyd	**X4 Configured Item:**	
Reference WO:	New Spec-	**System Engineer:**	
Customer Inspection:		**Structural Engineer:**	
Customer Truck Number:		**Line Set Date:**	06/18/2025

Item	Description	Qty
	Unit	
1.	The Altec trailer mounted TS20-4P is a four drum puller. This trailer-mounted overhead cable puller is capable of pulling four conductors individually. Unit is capable of pulling up to 2,000 lb with a max line speed of 4.5 mph. The unit is equipped with 8,000 ft of 1/2 in rope on each pulling drum. Each drum of rope is color coded. This unit is built in accordance with Altec's standard specifications and includes the following features:	1
2.	Trailer frame and tongue is constructed of tubular steel and is fully welded. Includes full rear fenders. Dimensions: 18 ft 5 in length, max width 8 ft 0 in, travel height 8 ft 9 in	1
3.	Kubota Tier 4 Final, 49.6 hp diesel engine. No DPF, DEF or regen required	1
4.	Spring mounted single axle (9,000 lb capacity) with electric brakes	1
5.	Two (2) wheel/tire combos (235/75/R17.5)	1
6.	Trailer is equipped with 2.5 in ID adjustable pintle eye, adjustable between 17.5 in - 30.5 in from ground, 42,000 lb MGTW, 7,000 lb vertical load. Safety chains: Two (2) safety chains with hooks and safety latches are installed on the trailer tongue. Safety breakaway switch installed on the trailer tongue	1
7.	15 gal hydraulic oil reservoir, 20 gal fuel tank	1
8.	Standard hydraulic oil, ISO 46 grade	40
9.	Operator control station centrally locates all controls for the unit and is located at the front of the trailer. The operator station has a protective screen and adjustable operator seat. The controls are fully hydraulic and utilize pilot pressure lines for increased meterability. The unit's control functions include pay in/pay out speed, motor park brake, pulling pressure, levelwind selector, levelwind control, fuel gauge, engine key switch, and engine controls (start/stop, throttle, etc.)	1

Item	Description	Qty
10.	Four levelwinds, one dedicated to each pulling drum, are mounted to the rear of each drum with individual hydraulic actuation	1
11.	Chain drive system: The hydraulic motor drives the two arbor bars through use of a chain. Rotationally fixed couplers (located on the exterior perimeter of the trailer) are used to engage the desired drum	1
12.	Arbor bar: 2.5 in diameter arbor bars. Each arbor bar assembly to be equipped with a drive sprocket, two pulling drum assemblies and two drum couplers	1
13.	Overspin payout brake: 18 in non-rust bronze disc located on the external side of each drum	1
14.	Each drum equipped with 8,000 feet of 1/2 in color coded rope	1
15.	One (1) hydraulically driven jack with pilot operated holding valve, holds jack in place even in the event of a hydraulic failure, located at tongue of trailer	1
16.	Two (2) hydraulic jacks located at rear of trailer, one each side	1
17.	All trailer lights are LED	1
18.	Standard trailer plug, 6 pin round connector	1
19.	Pulling Drum Cover	1
20.	Operator control station cover constructed out of aluminum. Dual grab handles with rubber hood latches for securement. Includes front jack plate with hooks for temporary storage when removed.	1
	Body and Chassis Accessories	
21.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
22.	Vinyl manual pouch for storage of all operator and parts manuals	1
	Finishing Details	
23.	DOT Certification Required	1
	Sales Text: City of Ocala **1805 NE 30th AVE** **Ocala, FL 34470** **Last Updated By: Lisa a Chadwick on 07-MAY-2026 12:23**	
24.	Delivery Of Completed Unit	1
25.	Installation - TS20-4P	1
26.	Stock Unit	1
	Miscellaneous	
27.	Standard Warranty	1

Unit----------$161,454
Shipping----------$3,198
Total----------$164,643

Altec Industries, Inc.

BY_____
Jesse C Boyd , Technical Sales Representative

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Sourcewell

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 8D47303F-D51E-455F-8B26-BAAF6448C9A3

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

DocuSign Envelope ID: 8D47303F-D51E-455F-8B26-BAAF6448C9A3

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

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"work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 the construction, completion, or repair of 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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 non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

Altec Industries, Inc.

DocuSigned by:
Riley Browne
DDB79E9FF5034DA...

By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

DocuSign Envelope ID: 8D47303F-D51E-455F-8B26-BAAF6448C9A3

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Altec Industries, Inc.
Does your company conduct business under any other name? If yes, please state:	Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service
Address:	33 Inverness Center Pkw Birmingham, AL 35242
Contact:	Riley Browne
Email:	riley.browne@altec.com
Phone:	205-408-2341
HST#:	

Submission Details

Created On:	Thursday September 16, 2021 15:53:03
Submitted On:	Thursday November 04, 2021 12:46:34
Submitted By:	Riley Browne
Email:	riley.browne@altec.com
Transaction #:	d9f5703c-9b11-4637-9a77-a68682d8b3ec
Submitter's IP Address:	209.149.164.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242	*
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world. Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork	*
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.	*
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO. • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program. Motor Vehicle Dealer Licenses in each state where applicable All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing. Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	• Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon’s 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Excelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers’ customer service and value provided to the company. • Altec was named one of the “Best Places to Work” for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman’s Award from the United Fund of Surry for 2017	*
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over $1MM Commonwealth of Pennsylvania (Co-Stars): Over $1MM Michigan MI Deal: Over $1MM Washington State Purchasing Cooperative: Over $500k State of Ohio: Over $500k	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over $5MM annually. We also hold two DLA contracts with similar combined volume	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489	*
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443	*
City of Seattle (Member # 25215)	Guy Noren	206-684-0141	*
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over $2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcewell members of their benefits and usage. Altec's Sourcewell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions	*
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.	*
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Mangers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a “one stop online shop” for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcewell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcewell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcewell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcewell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcewell Landing Page" Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcewell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool. From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our experience has been that Sourcewell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcewell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcewell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a “one stop online shop” for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	• Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. • Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. • Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge • Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. • Other Altec Training options (additional costs apply): o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as; • Fiber Optic Controls • Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) • Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) • JEMS (Jobsite Energy Management System) wtih it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) • Advanced paint systems • And many other was we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives: • The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. • Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: o JEMS S o JEMS SE o JEMS LE • Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.). • Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: • Calstart • Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: o Altec Capital Services (ACS) - Equipment Financing o Global Rental Company - Equipment Rentals o Altec Supply - Tool and Accessory Sales o Altec Sentry - Operator Safety Training o Altec Fleet Services - Comprehensive Fleet Management Solutions o Altec Service Group - In-shop and Mobile service and replacement parts support o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) Canadian and World Wide Availability: o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Innitiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. o All booms ultrasonically tested and documents maintained. o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. o All bearing surfaces to be machined after welding. o All units with electronic circuit boards to be wave soldered o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor. Warranty: Most of our products have a limited lifetime structural warranty. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However. due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information cab be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Proposed Contract Pricing plus $2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item Proposed Contract Pricing plus $2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	For equipment purchase prices: 2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount form Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical and ordered at the same time to qualify for quantity rebate.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcwell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is the only cost not included in pricing. It applies to all customers and the price is $2.20 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional $2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a “regional build” they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY. Altec Capital proposes a flat $250 fee for lease transactions under the Sourcewell Contract. We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please and see attached file "Company Information - Altec Subsidiary Information".	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	(•) Yes ( ) No	Equipment is proposed as "turn-key" and would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	(•) Yes ( ) No	Equipment is proposed as "turn-key" and would include: • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	(•) Yes ( ) No	Equipment is proposed as "turn-key" and would include: • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
73	Utility locating equipment	(•) Yes ( ) No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	(•) Yes ( ) No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in ord, Excel, or compatible formats may also be provided.

. Documents should NOT have a security password, as Sourcewell may not be able to open the file. t is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blan and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. f you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. f the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Mar eting Plan category save the document as "Mar eting Plan."

- Pricing - Price Lists.zip - Thursday November 04, 0 1 1 : 8:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Thursday November 04, 0 1 1 : 9:41
- Mar eting Plan/Samples - Mar eting Plan - Samples.zip - Thursday November 04, 0 1 1 :3 :
- M E/M E/S E or elated Certificates (optional)
- arranty nformation - arranty - Documents.pdf - Thursday November 04, 0 1 1 :3 :56
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Thursday November 04, 0 1 1 :35:18
- pload Additional Document - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 0 1 1 :35:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☑	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☑	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☑	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☑	1

Docusign Envelope ID: BA417303-7141-4F09-996A-E693AC27C7B3

AMENDMENT #1
TO
CONTRACT # 110421-ALT

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Altec Industries, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Utility Equipment with Related Accessories and Supplies to Sourcewell and its Participating Entities, effective January 12, 2022, through December 27, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Line item 2 in "Table 1: Proposer Identity & Authorized Representative" of the Proposal is modified to add the following: "Altec Teupen and Altec Fenex."

2. Line item 3 in "Table 1: Proposer Identity & Authorized Representative" of the Proposal is modified to add the following: "Altec Teupen and Altec Fenex."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 9/22/2024 | 10:23 PM CDT

Altec Industries, Inc.

By: DocuSigned by: Brooklyn Russell 1F0625CF2D724D8...

Brooklyn Russell

Title: Contract Specialist

Date: 9/20/2024 | 12:23 PM PDT

Docusign Envelope ID: 62A2EF8D-0EFB-45CB-B25F-A19319E35126

CONTRACT EXTENSION

Contract Number: 110421-ALT

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Altec Industries
210 Inverness Center Dr

Birmingham, Alabama
(Vendor)
35242-4834

have entered into Contract Number: 110421-ALT
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

8/19/2025 | 6:34 AM CDT
Date

DocuSigned by:
Brooklyn Russell
1F0625CF2D724D8...
Authorized Signature

Brooklyn Russell
Name

- Contract Specialist
Title

8/21/2025 | 11:57 AM PDT
Date

Altec Industries Sourcewell Price List
110421-ALT

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
1	AT200A	Telescopic Aerial Device (Non-Insulated)	AT200A	5%	$135,414	$128,644	$183,960
2	AT200A	Secondary Stowage System	AT200A-EDC	3%	$1,695	$1,644	$2,351
3	AT200A	Air Line To The Platform	AT200A-AL	3%	$184	$178	$255
4	AT200A	Gas Engine	AT200A-GAS	3%	-$8,600	-$8,341	-$11,927
5	AT200A	All Wheel Drive	AT200A-AWD	3%	$6,947	$6,739	$9,636
6	AT200A	Platform heater, 120 VAC, 1500 watt	AT200A-PH	3%	$439	$426	$609
7	AT200A	NYDOT Ford F550 Supercab - Upgrade from standard chassis (only for BASE model above)	AT200A-FS	3%	$17,929	$17,391	$24,869
8	AT200A	Custom paint color for body (paint code must be provided)	AT200A-CP	3%	$1,682	$1,631	$2,333
9	AT248F	Articulating Telescopic Aerial Deivce (Non-insulated)	AT248F	5%	$183,447	$174,275	$249,213
10	AT248F	All Wheel Drive	AT248F-AWD	3%	$6,947	$6,739	$9,636
11	AT248F	Dodge Chassis	AT248F-DODGE	3%	$4,028	$3,908	$5,588
12	T40P	Telescopic Cable Placing Aerial Device (non-CDL)	T40P	4%	$301,820	$289,747	$414,338
13	AP45A	Telescopic Aerial Cable Placer (Non-Insulated)	AP45A	3%	$305,779	$296,605	$424,146
14	AP45A	All Wheel Drive	AP45A-AWD	3%	$30,839	$29,913	$42,776
15	AT235	Articulating Telescopic Aerial Device (Non-Insulated)	AT235	5%	$163,133	$154,976	$221,616
16	AT235	Gas Engine	AT235-AWD	3%	$6,947	$6,739	$9,636
17	AT335	Articulating Telescopic Aerial Device (Non-Insulated)	AT335	5%	$168,562	$160,134	$228,991
18	AT335	Gas Engine	AT335-GAS	3%	-$10,338	-$10,028	-$14,340
19	AT335	All Wheel Drive	AT335-AWD	3%	$6,947	$6,739	$9,636
20	AT37-G	Articulating Telescopic Aerial Device (Insulated)	AT37G	5%	$169,807	$161,317	$230,683
21	AT37-G	40' Boom Height (AT40-G) **MUST quote ISO option**	AT37G-US40	3%	$3,365	$3,264	$4,667
22	AT37-G	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	AT37G-ISO	3%	$5,924	$5,746	$8,217
23	AT37-G	H Frame Outrigggers, Wooden Outrigger Pads, and Pad Holders	AT37G-HFO	3%	$4,941	$4,793	$6,853
24	AT37-G	Gas Engine	AT37G-GAS	3%	-$8,600	-$8,341	-$11,927
25	AT37-G	All Wheel Drive	AT37G-AWD	3%	$6,947	$6,739	$9,636
26	AT37-G	NYDOT Ford F550 Supercab - Upgrade from standard chassis	AT37G-FS	3%	$17,929	$17,391	$24,869
27	AT37-G	Custom paint color for body (paint code must be provided)	AT37G-CP	3%	$1,682	$1,631	$2,333
28	AT37-G	NY State AT37G DOT package in lieu of standard	AT37G-NYB	3%	$253,142	$245,547	$351,133
29	AT37-G	Fiberglass Body with Telspar Holders on Compartment Tops in-lieu of Standard Steel Body	AT37G-FB	3%	$22,388	$21,716	$31,054
30	AT37-G	Forestry Flat Deck Configuration - Includes Reverse Mount Pedestal, Front Bumper Winch, and Cab Guard	AT37G-FFD	3%	$12,344	$11,974	$17,123
31	AT40GW	Articulating Telescopic Aerial Device (Insulated) - Tracked Backyard	AT40GW	3%	$185,436	$179,873	$257,218
32	AT40GW	MUST Quote feature required for BASE, 14,000 GVWR Trailer	AT40GW-TRAILER	3%	$15,822	$15,347	$21,946
33	AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated, 41' ground to platform height)	AT41M	3%	$228,084	$221,241	$316,375
34	AT41M	Non-Material Handling Platform (AT41P)	AT41M-US41P	3%	-$2,502	-$2,426	-$3,469
35	AT41S	Articulating Telescopic Aerial Device (Non-Insulated AT41S, Includes Inverter)	AT41M-US41S	3%	$5,835	$5,660	$8,094
36	AT41M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	AT41M-US48M	3%	$19,071	$18,499	$26,453
37	AT41M	Platform Elevator	AT41M-US48M-PE	3%	$4,514	$4,378	$6,261
38	AT41M	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	AT41M-LE	3%	$225	$218	$312
39	AT41M	Platform Lighting for illumination of platform controls	AT41M-PL	3%	$458	$444	$636
40	AT41M	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	AT41M-AOR	3%	$9,291	$9,013	$12,888
41	AT41M	NYDOT Ford F550 Supercab - Upgrade from standard chassis (only for BASE and PERSONEL options above)	AT41M-FS	3%	$17,571	$17,043	$24,372

NOTE: Standard Delivery $4.10 / Mile

Revised **1355**

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
42	AT41M	Custom paint color for body (paint code must be provided)	AT41M-CP	3%	$1,682	$1,631	$2,333
43	AT41S	Articulating Telescopic Aerial Device (Non-Insulated AT41S)	AT41S	3%	$234,353	$227,323	$325,071
44	AT41S	Articulating Telescopic Aerial Device (Non-Insulated AT48S)	AT41S-US48	3%	$13,872	$13,456	$19,242
45	AT41M	Articulating Telescopic Aerial Device with Material Handling	AT41M-US37	3%	$575	$558	$798
46	AT41MW	Articulating Telescopic Aerial Device - Tracked Backyard with 22,000 GVWR trailer	AT41MW	3%	$314,284	$304,856	$435,944
47	AT48MW	Articulating Telescopic Aerial Device - Tracked Backyard with 22,000 GVWR trailer	AT48MW	3%	$318,471	$308,917	$441,751
48	AT41ME	Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm	AT41ME	3%	$245,907	$238,530	$341,098
49	AT48ME	Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm	AT48ME	3%	$265,071	$257,119	$367,680
50	L37M	Overcenter Articulating Aerial Device with Material Handling (Insulated)	L37M	3%	$184,128	$178,604	$255,404
51	L37M	All Wheel Drive	L37M-AWD	3%	$6,947	$6,739	$9,636
52	L45M	Overcenter Articulating Aerial Device with Material Handling (Insulated)	L45M	3%	$282,242	$273,774	$391,497
53	L45M	Overcenter Articulating Aerial Device - Personnel (insulated L45P)	L45M-US45P	0%	-$6,987	-$6,987	-$9,991
54	L45M	42' Boom Height (L42M)	L45M-US42	0%	-$5,417	-$5,417	-$7,746
55	L45M	42' boom height - personnel (insulated L42P)	L45M-US42P	0%	-$5,745	-$5,745	-$8,215
56	L45M	All Wheel Drive	L45M-AWD	3%	$31,537	$30,591	$43,745
57	LR856	Overcenter Articulating Aerial Device (Insulated)	LR856	3%	$217,896	$211,359	$302,244
58	LR856	58' Boom Height (LR858)	LR856-US58	5%	$1,768	$1,680	$2,402
59	LR856	60' Boom Height (LR860)	LR856-US60	5%	$2,736	$2,599	$3,717
60	LR856	Secondary Stowage System	LR856-EDC1	5%	$3,941	$3,744	$5,353
61	LR856	All Wheel Drive	LR856-AWD	5%	$31,537	$29,960	$42,843
62	LR856	CAB/CHASSIS (33K) Required when ordering LR858/60 units	LR856-CC8	5%	$9,829	$9,337	$13,352
63	LR856	Manual Transmission	LR856-MANUAL	3%	-$6,279	-$6,090	-$8,709
64	LR858RM	Overcenter Articulating Aerial Device (Insulated)	LR858RM	3%	$234,558	$227,521	$325,355
65	LR860-E70	Overcenter Articulating Aerial Device (Insulated)	LR860-E70	3%	$262,506	$254,631	$364,122
66	LR860-E70	Secondary Stowage System	LR860E70-EDC1	3%	$1,409	$1,367	$1,954
67	LR860-E70RM	Overcenter Articulating Aerial Device Rear Mount	LR860-E70RM	3%	$259,325	$251,545	$359,710
68	LR860-E70	Manual Transmission	LR860E70-MANUAL	3%	-$6,279	-$6,090	-$8,709
69	HW145	Hotline Insulator Washer with Six Stage Telescopic Boom	HW145	3%	$1,081,700	$1,049,249	$1,500,426
70	HW145	Hotline Insulator Washer	HW145-80	0%	-$82,500	-$82,500	-$117,975
71	TA50	Articulating Telescopic Aerial Device with Material Handling (Insulated)	TA50	3%	$266,960	$258,952	$370,301
72	TA50	All Wheel Drive	TA50-AWD	3%	$32,180	$31,215	$44,637
73	TA60	Articulating Telescopic Aerial Device with Material Handling (Insulated)	TA60	3%	$290,593	$281,876	$403,082
74	TA60	55' Boom Height (TA55)	TA60-US55	3%	-$3,406	-$3,511	-$5,021
75	TA60	All Wheel Drive	TA60-AWD	3%	$32,180	$31,215	$44,637
76	AA55	Non-Overcenter Aerial Device with Material Handling (Insulated)	AA55	3%	$282,897	$274,410	$392,406
77	AA55	Extended Side Reach (With X-Frame Primary Outriggers ILO A-Frame)	AA55-ESR	3%	$7,805	$7,571	$10,826
78	AA55	50' Boom Height (AA50)	AA55-US50	0%	$0	$0	$0
79	AA55	60' Boom Height (AA60)	AA55-US60	3%	$8,030	$7,789	$11,139
80	AA55	67' Boom Height (AA67) on 6x4	AA55-US67	3%	$51,106	$49,572	$70,889
81	AA55	All Wheel Drive	AA55-AWD	3%	$31,537	$30,591	$43,745
82	AA67-E100	Non-Overcenter Aerial Device with Elevator (Insulated)	AA67-E100	3%	$535,851	$519,776	$743,279
83	AA67-E100	Non-compensating aerial device	AA67-E100-NC	3%	$2,030	$1,970	$2,816
84	AA67-E100	Material handling	AA67-E100-MH	3%	$7,759	$7,526	$10,762
85	AA67-E100	Extended side reach	AA67-E100-ESR	3%	$2,248	$2,181	$3,118
86	AA67-E100	Line Body	AA67-E100-LB	3%	$13,541	$13,135	$18,783
87	AA67-E100	All Wheel Drive	AA67-E100-AWD	3%	$36,039	$34,958	$49,990

NOTE: Standard Delivery $4.10 / Mile
Revised 1356

Altec

Altec Industries Sourcewell Price List
110421-ALT

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
88	AN55E-OC	Overcenter Articulating Aerial Device with Material Handling, Extended Side Reach with X-Frame Outriggers (Insulated)	AN55E-OC	3%	$272,421	$264,248	$377,875
89	AN55E-OC	50' Boom Height (AN50E-OC)	AN55E-OC-US50	0%	$0	$0	$0
90	AN46E-OC	46' Boom Height (AN46E-OC)	AN55E-OC-US46	3%	-$2,428	-$2,502	-$3,577
91	AN55E-OC	All Wheel Drive	AN55E-OC-AWD	3%	$31,537	$30,591	$43,745
92	AM55	Overcenter Aerial Device with Material Handling (Insulated)	AM55	3%	$277,729	$269,397	$385,238
93	AM55	50' Boom Height (AM50)	AM55-US50	0%	$0	$0	$0
94	AM55	60' Boom Height (AM60	AM55-US60	3%	$7,165	$6,950	$9,938
95	AM55	Extended Side Reach (With X-Frame Primary Outriggers)	AM55-WESR	3%	$8,411	$8,159	$11,667
96	AM55	All Wheel Drive	AM55-AWD	3%	$31,537	$30,591	$43,745
97	A77T	Non-Overcenter Telescopic Aerial Device with Material Handling (Insulated)	A77T	3%	$353,337	$342,737	$490,114
98	A77T	65' Boom Height (A65T)	A77T-US65	3%	-$19,882	-$20,499	-$29,314
99	A77T	70' Boom Height (A70T)	A77T-US70	3%	-$15,698	-$16,184	-$23,144
100	A77T	72' Boom Height (A72T)	A77T-US72	3%	-$7,614	-$7,850	-$11,226
101	A77T	All Wheel Drive	A77T-AWD	3%	$31,537	$30,591	$43,745
102	A77T-E93	Non-Overcenter Aerial Device with Extended Reach Elevator (Insulated)	A77T-E93	3%	$503,806	$488,692	$698,829
103	A77T-E93	All Wheel Drive	A77T-E93-AWD	3%	$31,537	$30,591	$43,745
104	AH100	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AH100	3%	$628,176	$609,330	$871,343
105	AH100	Articulating Aerial Device with an Insulating Telescopic Lower Boom	AH100-75			-$8,000	-$11,440
106	AH125	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AH125	3%	$794,462	$770,628	$1,101,998
107	AH125	All Wheel Drive	AH125-AWD	3%	$103,923	$100,805	$144,152
108	AH150	Articulating Telescopic Aerial Device with Material Handling (Insulated)	AH150	3%	$1,274,965	$1,236,716	$1,768,504
109	AH150	Hydraulic front drive assist	AH150-HFD	3%	$69,388	$67,306	$96,248
110	AH150	All Wheel Drive (custom chassis)	AH150-AWD	3%	$253,907	$246,290	$352,195
111	DB37	Digger Derrick - requires TRA	DB37	3%	$194,461	$188,628	$269,737
112	DB37	MUST Quote feature required for BASE, 16K trailer	DB37-TRA	3%	$16,725	$16,224	$23,200
113	DB41	41' Digger Derrick - Tracked Backyard	DB41	3%	$253,245	$245,648	$351,276
114	DB41	Trailer for base model	DB41-TRLR	3%	$22,085	$21,422	$30,634
115	DB41	Engine Modification - Delete Gas Engine and Replace with Diesel Engine Option	DB41-GAS	4%	$7,305	$7,013	$10,029
116	DB41	Additional Platform - Fiberglass, 24x24x40 inches, with Trailer Mounting Brackets for Trailer and Boom. Includes additional vinyl cover and liner.	DB41-AP	4%	$3,758	$3,608	$5,159
117	DB41	Strorage Box for Trailer Equipped with Electric Jack	DB41-SB	3%	$811	$787	$1,126
118	DB41	Full-Function Radio Controls for Unit Drive and Boom with HOP Light Indicators	DB41-FFRC	3%	$362	$351	$502
119	DB41	Isolating Material Handling Jib with Winch (for Use in Platform)	DB41-IMHJ	3%	$4,983	$4,833	$6,912
120	DB41	5 ft Personnel Jib (for Additional Platform Height)	DB41-PJ	3%	$1,320	$1,280	$1,831
121	DB41	Non-Marking “Gray Tracks”	DB41-NMGT	3%	$1,283	$1,244	$1,779
122	DB41	Powered Jackleg for Trailer (Deletes Trailer Storage Box)	DB41-PJT	3%	$2,876	$2,789	$3,989
123	DR41B	41' Digger Derrick - Tracked	DR41B	3%	$259,610	$251,601	$359,789
124	DR41B	Trailer for DR41B	DR41B-TRA	3%	$30,054	$29,127	$41,651
125	DR41B	Kubota Engine Morooka for DR41B	DR41B-KUB	3%	$132,941	$128,840	$184,241
126	DR41B	CAT Engine Morooka for DR41B	DR41B-CAT	3%	$144,203	$139,754	$199,848
127	DM47E	45' Sheave Height (DM45)	DM47E-US45	3%	-$1,524	-$1,571	-$2,247
128	DM47E	Boom Tip Winch	DM47E-BTW	3%	$1,346	$1,306	$1,868
129	DM47E	RotaFloat	DM47E-RF	3%	$1,764	$1,711	$2,446
130	DM47E	Electronic Side Load Protection-eSLP	DM47E-ESLP	3%	$2,042	$1,981	$2,833
131	DM47E	All Wheel Drive	DM47E-AWD	3%	$31,537	$30,591	$43,745
132	DM47E	47' Hydraulic Digger Derrick	DM47E	3%	$299,247	$290,270	$415,086
133	DM47E	Pin on Platform & Accessories	DM47E-PLAT	3%	$14,786	$14,342	$20,510
134	DH50	50' Fully Hydraulic Derrick, Rear Mount	DH50	3%	$340,160	$329,955	$471,836

NOTE: Standard Delivery $4.10 / Mile

Revised **1357**

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
135	DH50	50' Electric / Hydraulic Derrick, Rear Mount (DH50E)	DH50-E	3%	$5,620	$5,451	$7,796
136	DH50	All Wheel Drive	DH50-AWD	3%	$31,537	$30,591	$43,745
137	DC47	47' Digger Derrick	DC47	3%	$278,857	$270,491	$386,802
138	DC47	45' Sheave Height (DC45)	DC47-US45	3%	-$1,326	-$1,367	-$1,955
139	DC47	Boom Tip Winch	DC47-BTW	3%	$1,343	$1,303	$1,863
140	DC47	All Wheel Drive	DC47-AWD	3%	$31,537	$30,591	$43,745
141	D3060E	60' Digger Derrick	D3060E	3%	$364,682	$353,741	$505,850
142	D3060E	55' Sheave Height (D3055E)	D3060E-US55	3%	-$1,244	-$1,283	-$1,834
143	D3060E	50' Sheave Height (D3050E)	D3060E-US50	3%	-$1,244	-$1,283	-$1,834
144	D3060E	Boom Tip Winch	D3060E-BTW	3%	$2,627	$2,548	$3,643
145	D3060E	Remove Upper Controls and Additional Accessories	D3060E-DAA	3%	-$5,178	-$5,339	-$7,634
146	D3060E	10ft. Material Handling Jib	D3060E-JIB	3%	$1,633	$1,584	$2,264
147	D3060E	RotaFloat	D3060E-RF	3%	$1,762	$1,709	$2,445
148	D3060E	Electronic Side Load Protection-eSLP	D3060E-ESLP	3%	$2,042	$1,981	$2,833
149	D3060E	All Wheel Drive	D3060E-AWD	3%	$31,537	$30,591	$43,745
150	D4065B	65' Digger Derrick	D4065B	3%	$385,400	$373,838	$534,589
151	D4065B	60' Sheave Height (D4060B)	D4065B-US60	3%	-$5,281	-$5,445	-$7,786
152	D4065B	50' Sheave Height (D4050B)	D4065B-US50	3%	-$8,734	-$8,997	-$12,866
153	D4065B	Remove Upper Controls and Additional Accessories	D4065B-DAA	3%	-$5,178	-$5,339	-$7,634
154	D4065B	10ft. Material Handling Jib	D4065B-JIB	3%	$1,633	$1,584	$2,264
155	D4065B	RotaFloat	D4065B-RF	3%	$1,764	$1,711	$2,446
156	D4065B	Electronic Side Load Protection-eSLP	D4065B-ESLP	3%	$2,042	$1,981	$2,833
157	D4065B	All Wheel Drive	D4065B-AWD	3%	$31,537	$30,591	$43,745
158	DT65	65' Digger Derrick	DT65	3%	$407,325	$395,105	$565,001
159	DT65	65' Electric / Hydraulic Digger Derrick	DT65-E	3%	$11,942	$11,584	$16,565
160	DT65	All Wheel Drive	DT65-AWD	3%	$31,537	$30,591	$43,745
161	DT85	Digger Derrick	DT85	3%	$622,014	$603,353	$862,795
162	DT85-E	85' Electric / Hydraulic Digger Derrick	DT85-E	3%	$26,026	$25,245	$36,100
163	DT85	All Wheel Drive	DT85-AWD	3%	$31,537	$30,591	$43,745
164	DT85	Aluminum body	DT85-ALB	3%	$8,411	$8,159	$11,667
165	DT85	Automatic Transmission	DT85-AUTO	3%	$9,182	$8,907	$12,736
166	HD35A-22	22' Hydraulic Pressure Digger	HD35A-22	3%	$546,853	$530,448	$758,540
167	HD35A-22	17' Digger	HD35A-22-HD35-17	3%	-$6,755	-$6,552	-$9,370
168	HD35A-22	12' Digger	HD35A-22-HD35-12	3%	-$17,040	-$16,528	-$23,636
169	HD35A-22	10' Digger	HD35A-22-HD35-10	3%	-$19,444	-$18,861	-$26,971
170	HD35A-22	30' Digger	HD35A-22-HD35-30	3%	$3,565	$3,458	$4,945
171	AC40-152S	Hydraulic telescopic crane with Aerial operation mode, A92.2, radio remote controls & quick attach 1,200 lbs platform	AC40-152S	4%	$657,867	$631,552	$903,120
172	AC40-152S	Two Piece 28'-49' - Telescopic Side Stow Jib	AC40-152S-2JIB	3%	$11,940	$11,582	$16,562
173	AC40-152S	One (1) Sheave Load Block with holder	AC40-152S-SHEAVE1	3%	$5,815	$5,641	$8,067
174	AC40-152S	Two (2) Sheave Load Block with holder	AC40-152S-SHEAVE2	3%	$7,060	$6,848	$9,793
175	AC40-152S	Three (3) Sheave Load Block with holder	AC40-152S-SHEAVE3	3%	$10,252	$9,944	$14,220
176	AC40-152S	Automatic Transmission	AC40-152S-AUTO	3%	$3,170	$3,075	$4,397
177	AC45-127S	Hydraulic telescopic crane	AC45-127S	4%	$676,078	$649,035	$928,120
178	AC45-127S	Two Piece 28'-49' - Telescopic Side Stow Jib	AC45-127S-2JIB	5%	$12,114	$11,508	$16,456
179	AC45-127S	One (1) Sheave Load Block with holder	AC45-127S-SHEAVE1	3%	$5,815	$5,641	$8,067
180	AC45-127S	Two (2) Sheave Load Block with holder	AC45-127S-SHEAVE2	3%	$7,060	$6,848	$9,793
181	AC45-127S	Three (3) Sheave Load Block with holder	AC45-127S-SHEAVE3	3%	$10,252	$9,944	$14,220
182	AC45-127S	Radio remote controls, transmitter displays LMI info.	AC45-127S-RRC	3%	$12,141	$11,777	$16,841

NOTE: Standard Delivery $4.10 / Mile
Revised 1358

Altec

Altec Industries Sourcewell Price List
110421-ALT

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
183	AC45-127S	Platform - Two-Man 800 lb Capacity	AC45-127S-PLAT	5%	$15,667	$14,884	$21,284
184	AC45-127S	Automatic Transmission	AC45-127S-AUTO	3%	$3,170	$3,075	$4,397
185	LS49	49' Hydraulic Telescopic non-insulated aerial - work platform	LS49	3%	$251,722	$244,170	$349,164
186	LS60	60' Hydraulic Telescopic non-insulated aerial - work platform	LS60	3%	$307,780	$298,547	$426,922
187	LS63	63' Hydraulic Telescopic non-insulated aerial - work platform	LS63	3%	$307,619	$298,390	$426,698
188	LS87	87' Hydraulic Telescopic non-insulated aerial - work platform	LS87	3%	$366,599	$355,601	$508,510
189	RL2-90		RL2-90	3%	$219,763	$95,427	$136,460
190	RL2-90	All Wheel Drive	RL2-90-AWD	3%			$0
191	LP108	Truck-Mounted Underground and Overhead Cable Handler	LP108	3%	$589,444	$571,761	$817,618
192	LP108	All Wheel Drive	LP108-AWD	3%	$29,285	$28,407	$40,622
193	AD108	Arm-Driven Self-Propelled Cable Handler	AD108	3%	$268,923	$260,856	$373,024
194	HLIW1600T	Hotline Insulator Washer	HLIW1600T	3%	$232,602	$225,624	$322,642
195	DC1317	13" Capacity Disc Style Chipper with 74 HP Kohler diesel engine	DC1317	5%	$54,820	$52,079	$74,473
196	DC1317	Hydraulic pivoting winch	DC1317-HPW	3%	$9,981	$9,682	$13,845
197	DRM12	12" Capacity Drum Style Chipper with 74HP Kohler Diesel Engine	DRM12	5%	$57,047	$54,194	$77,498
198	TRAILER	Single electric axle trailer, 19,000 GVWR Pole Trailer	TRAILER1	3%	$22,568	$21,891	$31,304
199	TRAILER	Tandem electric axle trailer, 26,000 GVWR Pole Trailer	TRAILER2	3%	$26,198	$25,412	$36,340
200	TRAILER	Tandem electric axle trailer, 30,000 GVWR Pole Trailer	TRAILER3	3%	$28,509	$27,654	$39,545
201	TRAILER	16' long walk-in tool trailer	TRAILER4	3%	$49,342	$47,862	$68,442
202	TRAILER	20' long walk-in tool trailer	TRAILER5	3%	$53,257	$51,660	$73,873
203	AF1160	132"L x 96"W x 60"H Chip Dump Body	AF1160	3%	$137,016	$132,905	$190,055
204	AF1360	156"L x 96"W x 60"H Chip Dump Body on F750 4x2 Ext Cab with Hyd Brakes	AF1360	3%	$156,642	$151,943	$217,278
205	AF1472L	168"L x 96"W x 72"H Chip Dump Body	AF1472	3%	$160,966	$156,137	$223,276
206	GB5-108S	General service body (GB), built for a single rear wheel chassis	GB5-108S	3%	$94,706	$91,864	$131,366
207	GB5-108S	GB5-132D ILO GB5-108S	GB5-108S-132D	3%	$4,346	$4,219	$6,033
208	GB5-108S	Dual Wheel F550 ILO Single Wheel F350	GB5-108S-F550D	3%	$19,978	$19,379	$27,712
209	GB5-108D	General service body (GB), built for a dual rear wheel chassis	GB5-108D	3%	$96,353	$93,462	$133,651
210	EB5-132D	Enclosed line body	EB5-132D	3%	$129,327	$125,447	$179,389
211	ST550	Truck Mounted Sprayer with 550-Gallon stainless steel tank body split into three compartments on Isuzu NRR diesel chassis with automatic transmission and A/C	ST550	3%	$184,997	$179,447	$256,609
212	SK210-MP	Skid Mounted Sprayer with one 150 gallon and two 30 gallon tanks	SK210-MP	3%	$12,931	$12,544	$17,937
213	SK210-MP	Increased pump output - Will produce up to 21 GPM and 560 PSI	SK210-MP-IPO	3%	$747	$724	$1,036
214	TS336-BW	Trailer Mounted 3,000 lb Bullwheel Tensioner, One Reel Carrier	TS336-BW	3%	$68,956	$66,887	$95,648
215	TS336-BW	Engine Package with Hydraulic Capstan	TS336-BW-ENG	3%	$23,473	$22,769	$32,559
216	TS336-BW	Hydraulic Jacks (3)	TS336-BW-HJ	3%	$9,022	$8,751	$12,514
217	TS336-BW	Rewind Function	TS336-BW-RW	3%	$2,766	$2,683	$3,837
218	TS20-4P	Trailer Mounted Four Drum Puller	TS20-4P	3%	$185,153	$179,598	$256,825
219	TS40-PT	Trailer Mounted Single Drum Puller/Tensioner Capable of Pulling up to 4,000 lbs	TS40-PT	3%	$137,402	$133,280	$190,590
220	CB-S	Crane Service Body (Steel) with Auto Crane HC-6 Mounted On Ford F550 Super Cab, Diesel, 4x4	CB-S	3%	$214,481	$208,046	$297,506
221	CB-FG	Crane Service Body (Fiberglass) with Auto Crane HC-6 Mounted On Ford F550 Super Cab, Diesel, 4x4	CB-FG	3%	$196,911	$191,004	$273,136
222	CB-S	Auto Crane EHC-4 ILO Auto Crane HC-6	CB-S-EHC4	3%	-$5,418	-$5,581	-$7,981
223	PT3000	A 3,000 gallon stainless steel tank, chassis mounted	PT3000	3%	$573,039	$555,848	$794,862
224	175	175 four section knuckleboom crane	175T	5%	$219,348	$208,381	$297,985
225	175	Forestry Grapple Package	175T-FG	3%	$118,352	$114,802	$164,167
226	175	Automatic Transmission	175T-AUTO	3%	$9,640	$9,351	$13,372

NOTE: Standard Delivery $4.10 / Mile

Revised **1359**

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
227	365	365 four section knuckleboom crane	365T	3%	$345,240	$334,883	$478,883
228	365	Automatic Transmission	365T-AUTO	3%	$9,640	$9,351	$13,372
229	505	505 six section knuckleboom crane	505T	3%	$393,248	$381,451	$545,474
230	505	Automatic Transmission	505T-AUTO	3%	$9,640	$9,351	$13,372
231	ACCESSORY OPTIONS	Tommy Gate liftgate	TLG	3%	$5,537	$5,371	$7,681
232	ACCESSORY OPTIONS	50' of 3/8" Air Line Hose & Reel	50-HR	3%	$1,202	$1,166	$1,667
233	ACCESSORY OPTIONS	Miller 185DX Welder and Leads	M-185	3%	$10,091	$9,788	$13,997
234	ACCESSORY OPTIONS	Auxiliary Wiring for Radio	ARW	3%	$708	$686	$981
235	ACCESSORY OPTIONS	Cal-OSHA Certification	CAL-OSHA	3%	$1,051	$1,019	$1,458
236	ACCESSORY OPTIONS	Deep Cycle Auxiliary Battery for Vented Applications & Remote Steel Enclosure	BATSTOR	3%	$2,221	$2,154	$3,081
237	ACCESSORY OPTIONS	LADWP Custom General Service Body Configuration	GB-LADWP	3%	$20,401	$19,789	$28,299
238	ACCESSORY OPTIONS	Heavy Duty Cargo Coating, Gator Hyde	GATOR	3%	$3,029	$2,938	$4,202
239	ACCESSORY OPTIONS	Vanair Viper G80 Gas Compressor (80 CFM)	AIRCOM	3%	$14,069	$13,647	$19,515
240	ACCESSORY OPTIONS	VMAC VR70 Air Compressor and 3rd-Party Install	VMAC	3%	$19,552	$18,965	$27,120
241	ACCESSORY OPTIONS	Sliding Roof, Three Total Sections	SLID	3%	$4,302	$4,173	$5,967
242	ACCESSORY OPTIONS	Flip Top Body compartment lid with adjustable dividers on 4" centers (per side)	FLIP	3%	$992	$962	$1,376
243	ACCESSORY OPTIONS	Over the cab material rack w/ rear window guard (Round Tube)	OCMR-RT	3%	$3,942	$3,824	$5,468
244	ACCESSORY OPTIONS	Over the cab material rack w/ rear window guard (Square Tube)	OCMR-ST	3%	$5,529	$5,363	$7,669
245	ACCESSORY OPTIONS	3 Inch High Drawer on Slides, as Wide as Possible, Latched with Adjustable Dividers	DWR-3	3%	$882	$856	$1,224
246	ACCESSORY OPTIONS	5 Inch High Drawer on Slides, as Wide as Possible, Latched with Adjustable Dividers	DWR-5	3%	$900	$873	$1,249
247	ACCESSORY OPTIONS	Single Conductor Holder Self-Aligning 2.5 x 3-3/8 Opening (For Use With 4 Square Jib)	SCH	3%	$1,314	$1,275	$1,823
248	ACCESSORY OPTIONS	Rotating Fairlead Shaft	RFS	3%	$192	$186	$266
249	ACCESSORY OPTIONS	DuoBeam II Amber LED Strobe	DUO	3%	$838	$813	$1,163
250	ACCESSORY OPTIONS	Additional Shelf With Removable Dividers on 4 Inch Centers - Vertical Compartment	AS-V	3%	$220	$213	$305
251	ACCESSORY OPTIONS	Additional Shelf With Removable Dividers on 4 Inch Centers - Horizontal Compartment	AS-H	3%	$276	$268	$383
252	ACCESSORY OPTIONS	Swivel Hook	SH	3%	$83	$81	$116
253	ACCESSORY OPTIONS	Biodegradable Hydraulic Oil (Per Gallon)	BDHF	5%	$61	$58	$83
254	ACCESSORY OPTIONS	Hydraulic Oil Heater, 12V, Adjustable Temperature Range With Programmable Controller	OH	3%	$2,255	$2,188	$3,128
255	ACCESSORY OPTIONS	WATER CASK (Includes Bracket)	BK	3%	$441	$428	$612
256	ACCESSORY OPTIONS	Hydraulic Oil Cooler, Single Fan	OC	3%	$1,719	$1,667	$2,385
257	ACCESSORY OPTIONS	Cone Holder, Fold Over Post Style	CH	3%	$428	$415	$594
258	ACCESSORY OPTIONS	Cone Holder,Ring Style	CH-R	3%	$324	$314	$449
259	ACCESSORY OPTIONS	Cab Guard	CG	3%	$4,431	$4,298	$6,146
260	ACCESSORY OPTIONS	Rear Window Guard, Mounted To Boom Rest	RW1	3%	$571	$554	$792
261	ACCESSORY OPTIONS	Rear Window Guard, Mounted To Body Bulkhead	RW2	3%	$1,239	$1,202	$1,719
262	ACCESSORY OPTIONS	Ladder Rack	LR	3%	$1,679	$1,629	$2,329
263	ACCESSORY OPTIONS	COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)	RL	4%	$231	$222	$317
264	ACCESSORY OPTIONS	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	SL	4%	$231	$222	$317
265	ACCESSORY OPTIONS	DRILL AUGER SET for UT57 Includes Four (4) 18” Long Augers in Sizes of 9/16”, 11/16”, 13/16”, 15/16”	DRA	3%	$388	$377	$539
266	ACCESSORY OPTIONS	GAS POWERED GENERATOR. Honda 3000 Watt with cover, Recoil Start. Attached to Vehicle with Pins for Easy Removal.	GEN	3%	$3,819	$3,705	$5,298
267	ACCESSORY OPTIONS	Portable Generator, Generac, 3000W	GEN-POR	3%	$4,471	$4,337	$6,201

NOTE: Standard Delivery $4.10 / Mile

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
268	ACCESSORY OPTIONS	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick Couplings that Come with the Lower Tool Circuit. When it is an available option, Lower Tool Circuit Must be Ordered Separately.	HRS	3%	$2,153	$2,088	$2,986
269	ACCESSORY OPTIONS	COMPLETE 9' CROSS-ARM ASSEMBLY. Includes One (1) 9'x3" Cross-arm, Swivel Support, Brace Pole, Two (2) Brace Clamps, and Three (3) Four Way Conductor Holders	CAA	3%	$1,906	$1,849	$2,644
270	ACCESSORY OPTIONS	LOWER TOOL CIRCUIT	LTC	3%	$578	$561	$802
271	ACCESSORY OPTIONS	MULTIPLE CONDUCTOR ROLLER. Attaches to End of Jib for Lifting Phases.	MCR	3%	$762	$739	$1,057
272	ACCESSORY OPTIONS	JIB ADAPTER. Jib adapter is for Altec 4.1" x 4.1" Square Jibs (Square to Round Conversion)	MCR1	3%	$898	$871	$1,246
273	ACCESSORY OPTIONS	EXTRA MANUAL	PSM	3%	$326	$317	$453
274	ACCESSORY OPTIONS	Inverter with minimum 1000W 120V @ 8A pure sine wave output, hardwired to outlets and 12VDC input.	PSWI	3%	$2,150	$2,085	$2,982
275	ACCESSORY OPTIONS	Inverter with minimum 2000W 120V @ 16A pure sine wave output, hardwired to outlets and 12VDC input	PSWI1	3%	$3,063	$2,972	$4,249
276	ACCESSORY OPTIONS	Inverter with minimum 3000W 120V @ 25A pure sine wave output, hardwired to outlets and 12VDC input.	PSWI2	3%	$3,883	$3,766	$5,386
277	ACCESSORY OPTIONS	Inverter with minimum 3000W 120V @ 25A or 240V @ 12A pure sine wave output, hardwired to outlets and 12VDC input.	PSWI4	3%	$4,827	$4,682	$6,696
278	ACCESSORY OPTIONS	Inverter Storage Inside of Body Compartment with Guard	ISG	5%	$911	$866	$1,238
279	ACCESSORY OPTIONS	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	VRC	3%	$432	$419	$599
280	ACCESSORY OPTIONS	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	VRI	3%	$376	$365	$522
281	ACCESSORY OPTIONS	RADIO REMOTE CONTROLS (Required with Platfrom)	RADIO	3%	$16,921	$16,414	$23,472
282	ACCESSORY OPTIONS						$0
283	ACCESSORY OPTIONS						$0
284	ACCESSORY OPTIONS	8-POINT HEX SOCKET SET. Set Includes Thirteen (13) Deep Well Sockets of Sizes 3/8" Thru 1-1/8"	HSS8	3%	$317	$308	$440
285	ACCESSORY OPTIONS	6-POINT HEX SOCKET SET. Set Includes Eleven (11) Deep Well Sockets of Sizes 1/2" Thru 1-/18"	HSS6	3%	$513	$498	$712
286	ACCESSORY OPTIONS	SOCKET SET for UTS6. Includes Eleven (11) 12-Point Sockets in Sizes of 1" 5/16, 1" 3/8, 1" 7/16, 1" 1/2, 1 "9/16, 1" 5/8, 1" 11/16, 1" 3/4, 1" 13/16, 1" 7/8, 2". All Sockets to be 3/4" Drive.	SOC1	3%	$394	$382	$547
287	ACCESSORY OPTIONS	NY State DOT lighting package	NYL	3%	$14,098	$13,675	$19,555
288	ACCESSORY OPTIONS	TWO (2) DECK-MOUNTED SPOTLIGHTS. Mounted on Boom Support to Illuminate the Cargo Area. Each Light has Individual On/Off Switch and can be Directed Wherever Required.	SPOT2	3%	$817	$793	$1,134
289	ACCESSORY OPTIONS	FOUR (4) POINT STROBE SYSTEM (LED)	SPOT3	3%	$869	$843	$1,206
290	ACCESSORY OPTIONS	SIX (6) POINT STROBE SYSTEM (LED)	SPOT4	3%	$1,257	$1,220	$1,744
291	ACCESSORY OPTIONS	Spotlight, LED, Mounted to Truck, Can Be Directed Wherever Required.	SPOT5	3%	$632	$613	$877
292	ACCESSORY OPTIONS	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	SPOT6	3%	$1,099	$1,066	$1,524
293	ACCESSORY OPTIONS	Backup Camera System	VCAM	3%	$1,354	$1,313	$1,878
294	ACCESSORY OPTIONS	TOOL HOLDER FOR PISTOL GRIP CHAINSAW. Slip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	TH1	4%	$201	$193	$276
295	ACCESSORY OPTIONS	TOOL HOLDER FOR POLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH2	3%	$337	$327	$467

NOTE: Standard Delivery $4.10 / Mile
Revised **1361**

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
296	ACCESSORY OPTIONS	TOOL HOLDER FOR CIRCLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH3	3%	$328	$318	$455
297	ACCESSORY OPTIONS	TOOL HOLDER FOR PRUNER. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	TH4	3%	$328	$318	$455
298	ACCESSORY OPTIONS	TOOL HOLDER FOR IMPACT WRENCHES AND DRILLS. Clip-On Type for Platform With or Without Liner. Keeps Tool Outside of Platform for Optimum Room.	TH5	3%	$367	$356	$509
299	ACCESSORY OPTIONS	TOOL HOSES. Second Set. 8' of 3/8" Non-Conductive Orange Hose with Clear Hose Guard on Both Ends. HTMA Couplers Installed Each End. One (1) set of Hoses Come with Vehicle when a Hydraulic Upper Tool is Ordered.	THS	3%	$198	$192	$275
300	ACCESSORY OPTIONS	HYDRAULIC JACK. 12-Ton with Handle and 4-Way Lug Wrench	TJ	3%	$347	$337	$482
301	ACCESSORY OPTIONS	TOOL TRAY. Fiberglass, Clips to Outside of Platform With or Without Liner	TT	3%	$213	$206	$295
302	ACCESSORY OPTIONS	Radial Outriggers, Folding Shoe, 164 Inch Max Spread (Only Available for D2000, D3000, and D4000 Digger Derricks)	RO	3%	$3,955	$3,836	$5,486
303	ACCESSORY OPTIONS	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	DP	3%	$981	$952	$1,361
304	ACCESSORY OPTIONS	Plastic Outrigger Pad, 24" x 24" x 1" (Pair)	POP1	3%	$615	$597	$854
305	ACCESSORY OPTIONS	Plastic Outrigger Pad, 24" x 24" x 2" (Pair)	POP2	3%	$765	$742	$1,061
306	ACCESSORY OPTIONS	Category A Dielectric Rating	CATA	3%	$19,671	$19,081	$27,286
307	ACCESSORY OPTIONS	8' Material Handling Jib	MHJ8	3%	$2,220	$2,154	$3,080
308	ACCESSORY OPTIONS	Delivery other than standard drive away service per mile (delivery on trailer)	DEL-TRLR	0%	$8	$8	$11
309	ACCESSORY OPTIONS	Cab Mounted Light Bar - Whelen Freedom IV WC series. Model F4W0	CMLB1	3%	$9,151	$8,867	$12,680
310	ACCESSORY OPTIONS	Cab Mounted Light Bar (Amber, LED)	CMLB2	3%	$3,051	$2,960	$4,232
311	ACCESSORY OPTIONS	Directional Light Bar Whelen Model# TANF85 LED Traffic Advisor	DLB1	3%	$2,428	$2,355	$3,368
312	ACCESSORY OPTIONS	Directional Light Bar (Amber, 47"L, Super-LED)	DLB2	3%	$2,324	$2,254	$3,223
313	ACCESSORY OPTIONS	Boom Out of Stow Indicator for Lower Boom	BOSL	5%	$405	$385	$550
314	ACCESSORY OPTIONS	Boom Out of Stow Inficator for Upper Boom	BOSU	5%	$405	$385	$550
315	ACCESSORY OPTIONS	Running Boards (Installed by Altec)	RBA	3%	$1,034	$1,003	$1,434
316	ACCESSORY OPTIONS	D-ring for Mounting On Body (per D-ring)	DRING	5%	$178	$169	$242
317	ACCESSORY OPTIONS	Scuff Pad with Step	SPS	4%	$417	$400	$573
318	ACCESSORY OPTIONS	Receiver Hitch, 2" Class 5	RH	3%	$880	$854	$1,221
319	ACCESSORY OPTIONS	Wire Storage Rack, 36" L x 24" W x 24" H	WSR	3%	$1,108	$1,075	$1,537
320	ACCESSORY OPTIONS	CA Fee To Process Exempt License Plate Request	LIC	0%	$139	$139	$199
321	ACCESSORY OPTIONS	Fuel Monitoring System	FMS	3%	$1,053	$1,021	$1,461
322	ACCESSORY OPTIONS	Install Decals Furnished by Customer	CPD	3%	$1,260	$1,222	$1,748
323	ACCESSORY OPTIONS	Engraving Customer Provided Key Tags (ea)	EKT	0%	$19	$19	$28
324	ACCESSORY OPTIONS	Wilton Vise Utility 6.5 Jaw with 5.5 Opening Pipe Jaws with Replaceable Jaws and Swivel Base	VSE-W	3%	$586	$568	$812
325	ACCESSORY OPTIONS	Ballistic Panel Kit, 24in x 30 in	BPK-30	3%	$12,122	$11,758	$16,814
326	ACCESSORY OPTIONS	Ballistic Panel Kit, 24in x 48 in	BPK-48	3%	$16,641	$16,142	$23,083
327	ACCESSORY OPTIONS	Spare Key Fob	SKF	3%	$357	$347	$495
328	ACCESSORY OPTIONS	Rubber Belted Step	RBS	3%	$563	$546	$781
329	ACCESSORY OPTIONS	E-track mounted on body (per strip)	E-TRACK	3%	$150	$146	$208
330	ACCESSORY OPTIONS	Flood Light (Hella #H71030401)	FLOOD	3%	$389	$377	$539
331	ACCESSORY OPTIONS	PTO Hour Meter Digital with 10,000 Hour Display	PTO-HM	3%	$188	$182	$261
332	ACCESSORY OPTIONS	CAT Weight	CAT	5%	$400	$380	$543
333	ACCESSORY OPTIONS	First Aid Kit	AID	3%	$207	$201	$287
334	ACCESSORY OPTIONS	Trailer Receptacle, Combination 4-Way and 7-Way	TR-4-7	3%	$407	$395	$565

NOTE: Standard Delivery $4.10 / Mile
Revised 1362

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
335	JEMS OPTIONS	JEMS S Jobsite Anti-Idle - Compatible with Most Altec Models (Requires JEMS Connect Selection from "Connected Products")	JEMS-S	3%	$26,536	$25,740	$36,808
336	JEMS OPTIONS	JEMS SE Jobsite Anti-Idle and ePTO for Service Aerials. (Requires JEMS Connect Selection from "Connected Products")	JEMS-SE	3%	$33,172	$32,177	$46,013
337	JEMS OPTIONS	JEMS LE Jobsite Anti-Idle - Compatible with AA, AN, AM, L, LR, and TA Models (Requires JEMS Connect Selection from "Connected Products")	JEMS-LE	3%	$58,917	$57,150	$81,724
338	JEMS OPTIONS	JEMS Engine-Off Air Conditioning	JEMS-EOAC	3%	$6,744	$6,542	$9,355
339	JEMS OPTIONS	JEMS Engine-Off Heat	JEMS-EOH	3%	$988	$963	$1,378
340	JEMS OPTIONS	JEMS Engine-Off Fuel Fired Heater (Gas Fuel)	JEMS-EOFHG	3%	$4,321	$4,212	$6,024
341	JEMS OPTIONS	JEMS Engine-Off Fuel Fired Heater Package, Diesel Fuel Type	JEMS-EOFHD	3%	$4,321	$4,212	$6,024
342	JEMS OPTIONS	JEMS Defrost Mode (Requires Engine-Off Heat and Air Conditioning)	JEMS-DM	3%	$267	$260	$372
343	JEMS OPTIONS	JEMS Extreme Engine-Off Air Conditioning (Requires Engine-Off AC)	JEMS-EEOAC	3%	$2,950	$2,876	$4,113
344	JEMS OPTIONS	JEMS S and SE Mobile/Jobsite Charge	JEMS-S/SE-JC	3%	$5,677	$5,535	$7,915
345	JEMS OPTIONS	JEMS LE Mobile/Jobsite Charge	JEMS-LE-JC	3%	$7,350	$7,166	$10,248
346	JEMS OPTIONS	JEMS 25ft Adapter Cord for 110-120VAC For Plug-In Charging	JEMS-ACPC	3%	$829	$809	$1,157
347	JEMS OPTIONS	HYBRID READY UNIT: For material handling, single platform machines. Unit will be manufactured with all the necessary components including modules and controls to interface to a hybrid system.	HYBRID-M	3%	$9,887	$9,640	$13,785
348	JEMS OPTIONS	HYBRID READY UNIT: For personnel, single platform machines. Unit will be manufactured with all the necessary components including modules and controls to interface to a hybrid system.	HYBRID-P	3%	$3,673	$3,582	$5,122
349	JEMS OPTIONS	HYBRID READY UNIT: For personnel, single platform machines. Unit will be manufactured with all the necessary components including modules and controls to interface to a hybrid system.	HYBRID-G	3%	$804	$784	$1,121
350	CONNECTED PRODUCTS OPTIONS	Single Connected with 12 month access (E-Series ONLY)	CONN-S-12	0%		$803	$1,148
351	CONNECTED PRODUCTS OPTIONS	Single Connected with Lifetime access (eg JEMS Connect OR E-Series)	CONN-S-L	0%		$4,034	$5,769
352	CONNECTED PRODUCTS OPTIONS	Dual Connected with Lifetime access (eg JEMS Connect AND E-Series)	CONN-D-L	0%		$5,789	$8,278
353	TOOL OPTIONS	UHPP – Hydraulic pole puller. Used to pull poles for replacement. Comes with 7' of 1/2" high tensile chain and a base. Powered by lower tool circuit at 8 gpm.	UHPP	3%	$1,580	$1,533	$2,192
354	TOOL OPTIONS	UHT – Hydraulic tamp. With kidney-shaped head used for back-filling a pole hole. Comes with 3' hose whips and a 3' handle with valve. Powered by lower tool circuit at 8 gpm. Provides 1600 blows per minute with a 2 1/2" stroke.	UHT	3%	$2,531	$2,455	$3,510
355	TOOL OPTIONS	UTS2 – Hydraulic pole saw. Featuring fiberglass poles and automatic chain oiling. Dual-spool (will work on either an open or closed center system) 15" bar 75" handle. No other length bar is available.	UTS2	3%	$2,073	$2,011	$2,876
356	TOOL OPTIONS	UTS3 – Hydraulic circle saw. Featuring fiberglass pole and angled head and special trigger guard that de-activates the saw if removed. Dual-spool (will work on either an open or closed center system) 9" diameter blade.	UTS3	3%	$2,058	$1,996	$2,855
357	TOOL OPTIONS	UTS4 – Stanley Hydraulic pruner. Overall length of 84" with a cutting capacity of 2 1/4". Pruner has a special trigger guard that de-activates the pruner if removed. This tool is dedicated or will only work on open or closed system.	UTS4	3%	$3,571	$3,464	$4,954
358	TOOL OPTIONS	UTW –Fairmont Hydraulic impact wrench. Model HW1. Maximum output torque of 400ft/lbs. Comes with 7/16" quick change chuck to 1/2" drive with adapter. Can be used as drill or as impact. Sockets and drill bits are available as accessories.	UTW	3%	$1,546	$1,500	$2,145

NOTE: Standard Delivery $4.10 / Mile

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
359	TOOL OPTIONS	SPOTLIGHT;PORTABLE MOUNT, SUCTION CUP;MODEL 7901 - WHITE;15' CORD W/CIGARETTE PLUG;5.50 AMPS AVG;CLEAR;WIRELESS HANDHELD REMOTE;RECT.ROTATING-MAGNET BASE;;	T1	3%	$427	$414	$592
360	TOOL OPTIONS	E-SPOT LITEBOX STANDARD SYSTEM;MULTI C4 LED LANTERN;120V AC / 12V DC;YELLOW;;	T2	3%	$298	$289	$413
361	TOOL OPTIONS	IMPACT DRILL BIT;QUICK CHANGE CHUCK;18" LONG;9/16" DIAMETER;;	T3	3%	$39	$38	$55
362	TOOL OPTIONS	DEEP CUT SHIP AUGER BIT; 11/16" DIA X 18" LONG; WOOD OWL 08808;;;	T4	3%	$44	$42	$60
363	TOOL OPTIONS	DEEPCUT UTILITY POLE AUGER BIT; 18" X 13/16"; WOOD OWL BIT 08810;;;	T5	3%	$39	$38	$54
364	TOOL OPTIONS	WOODOWL 08812 DRILL BIT; IMPACT; QUICK CHANGE; 18" LONG; 15/16" DIAMETER;	T6	3%	$51	$50	$71
365	TOOL OPTIONS	PAD;23.75" X 32" X 1";;ALTEC POLE PULLER MODEL ONLY;UHMW COMPOSITE MATERIAL;WITH HANDLE	T7	3%	$415	$402	$575
366	TOOL OPTIONS	Burndy HIW716MAG IMPACT WRENCH;STANDARD TORQUE;;;;;;	T8	3%	$1,369	$1,328	$1,899
367	TOOL OPTIONS	LPHY750XT KOMPRESSOR;12 TON LOW PRESSURE;;FITS ALL STANDARD BURNDY U DIES	T9	3%	$4,056	$3,935	$5,627
368	TOOL OPTIONS	TELESCOPIC JIB EXTENSION;3.00 IN DIA;36.69 IN L;7 ADJUSTABLE HOLES;;;	T10	3%	$804	$779	$1,115
369	TOOL OPTIONS	ALTEC YELLOWJIB STORAGE BAG;VINYL BAG WITH SHOULDER STRAP;36.00" X 3.5" DIAMETER;;;;	T11	3%	$68	$66	$94
370	TOOL OPTIONS	CHANCE WIREHOLDER SHEAVE COMBO;FOR 3" DIAMETER ROUND JIB;2.5" OPENING;;;	T12	3%	$2,025	$1,964	$2,809
371	TOOL OPTIONS	CHANCE WIREHOLDER SHEAVE COMBO;FOR 4" SQUARE JIB;;;	T13	3%	$2,540	$2,464	$3,523
372	TOOL OPTIONS	ALTEC SUPPLY TOOL APRON;YELLOW;24" X 24";18 POCKETS;;;;	T14	3%	$146	$141	$202
373	TOOL OPTIONS	KLEIN SIDE CUTTING LIERS;HIGH LEVERAGE;NE-TYPE;9.00 IN JOURNEYMAN;HD CUTTING;	T15	3%	$52	$50	$71
374	TOOL OPTIONS	BW-244 BUG WRENCH;5/8" x 9/16" & 5/18" x 3/4";HEAVY DUTY;INSULATED HANDLE;FORGED CONSTRUCTION;REVERSING, 12 PT;;	T16	3%	$60	$58	$83
375	TOOL OPTIONS	BUG WRENCH;RATCHET PENTA WITH 0.38 IN;HEX SOCKET;5/16" BALL-TIP HEX;BALL TIP;	T17	3%	$84	$81	$116
376	TOOL OPTIONS	GREENLEE RATCHETING ACSR CUTTERS	T18	3%	$817	$793	$1,134
377	TOOL OPTIONS	GREENLEE HEAVY DUTY RATCHET GUY WIRE CUTTERS;;;FAIRMONT 758;;	T19	3%	$914	$887	$1,268
378	TOOL OPTIONS	BURNDY MD6 CRIMPING TOOL;PERMANENT "D3" & "BG" GROOVES;9,000 LBS OF CRIMPING FORCE;25 3/8" LONG;;	T20	3%	$383	$372	$532
379	TOOL OPTIONS	BURNDY MD6-8 CRIMPING TOOL;PERMANENT "D3" & "O" GROOVES;25 3/8" LONG;9,000 LBS OF CRIMPING FORCE;BENT HARDWOOD HANDLES;WITHOUT FIXED NOSE DIE	T21	3%	$381	$369	$528
380	TOOL OPTIONS	1 1/2 TON LINCOLN STRAP HOIST;;;;;;;	T22	3%	$618	$600	$858
381	TOOL OPTIONS	PELICAN PROGEAR ELITE COOLER;ICE CHEST SERIES;7-10 DAY ICE RETENTION;45 QUART; WHITE;INT. 19"L X 12" W X 12"D;EXT. 29.66"L X 20"W X 19.25"D;35.8 LBS.;	T23	3%	$273	$265	$379
382	TOOL OPTIONS	PELICAN PROGEAR ELITE COOLER;ICE CHEST SERIES;7-10 DAY ICE RETENTION;35 QUART;WHITE;INT.15.75"L X 12"W X 11.50"D;EXT. 26.41"L X 20"W X 18.75"D;32.28 LBS.;	T24	3%	$273	$265	$379
383	TOOL OPTIONS	S HOOK;COMPOSITE;FITS ALL STANDARD BUCKETS;;;;SOLD IN PAIRS	T25	3%	$33	$32	$46
384	TOOL OPTIONS	HEAVY REINFORCED CANVAS BUCKET;ROUND BUCKET, ROPE SWIVEL SNAP;12" DIAMETER X 15" HIGH;;;;;	T26	3%	$80	$77	$110
385	TOOL OPTIONS	HEAVY REINFORCED CANVAS BUCKET;OVAL TOOL BUCKET;14" X 7" X 9";16 INSIDE POCKETS;13 OUTSIDE POCKETS;;;THIRTEEN INSIDE POCKETS	T27	3%	$129	$125	$179

NOTE: Standard Delivery $4.10 / Mile
Revised **1364**

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
386	TOOL OPTIONS	EVOLUTION 6100 FULL BRIM;WHITE HARD HAT;HDPE SHELL, TYPE 1, CLASS C;6 PT POLYESTER SUSPENSION;WHEEL RATCHET, VENTED;;MODEL 280-EV6161V-10;	T29	3%	$21	$21	$30
387	TOOL OPTIONS	EVOLUTION 6100 CAP STYLE;WHITE HARD HAT;HDPE SHELL, TYPE 1, CLASS E;6 PT POLYESTER TEXTILE;WHEEL RATCHET, VENTED;;MODEL 280-EV6151V-10;	T30	3%	$16	$16	$23
388	TOOL OPTIONS	SUPERSQUEEZE WOOD POLE FALL;RESTRICTION DEVICE;FOR DISTRIBUTION;WEB WOVEN INNER STRAP;HOOKS ON WOVEN;STRAP; MODEL 488W2Q3;;	T31	3%	$1,205	$1,169	$1,672
389	TOOL OPTIONS	POLE FALL RESTRAINT;SUPERSQUEEZE;WITH WEB INNER STRAP;AND WEBGRAB ADJUSTMENT;;	T32	3%	$1,163	$1,129	$1,614
390	TOOL OPTIONS	SUPERSQUEEZE WOOD;POLE FALL RESTRICTION;FOR DISTRIBUTION;ROPE INNER STRAP;SNAP HOOKS ON WOVEN STRAP;;MODEL 488RQ4;;	T33	3%	$1,163	$1,129	$1,614
391	TOOL OPTIONS	ROPE LANYARD;BUCK-A-JUSTER;;8 FT L;WITH BUCKGRAB;	T34	3%	$481	$467	$667
392	TOOL OPTIONS	CRIMPER;HAND;;THREE SLOT MANUAL;6GA 4GA 2GA;NON-INSULATED	T35	3%	$211	$205	$292
393	TOOL OPTIONS	STANLEY ID07 IMPACT DRILL;HYDRAULIC;WITHOUT TRIGGER GUARD;QUICK CHANGE 7/16 IN CHUCK;4 - 12 GPM;750-2000 PSI	T36	3%	$1,325	$1,285	$1,837
394	TOOL OPTIONS	SAFEGUARD COMPASS;PERSONAL VOLTAGE AND;CURRENT DETECTOR;RECHARGEABLE BATTERY;WATER RESISTANT;SELF TEST FEATURE;;	T37	3%	$558	$542	$775
395	TOOL OPTIONS	AED PLUS; FULLY AUTOMATIC; W/ MEDICAL PRESCRIPTION; INCLUDES SOFT CASE; W/ CPR-D PADZ ELECTRODES; 10 CR123A BATTERIES; ZOLL MEDICAL 8000-004007-01;	T38	5%	$3,009	$2,859	$4,088
396	TOOL OPTIONS	METROTECH VLOC 3 PRO;CABLE/FAULT LOCATING SYSTEM;INCLUDES VLOC3-PRO RECEIVER;LOC-5STX TRANSMITTER;VOLC3 SERIES CARRY BAG;5 IN INDUCTIVE CLAMP;A-FRAME WITH CORD/BAG-ANALOG 970748398-;	T39	3%	$6,991	$6,781	$9,697
397	TOOL OPTIONS	REEL;HYDRAULIC;ONE 0.38 IN HOSE;ONE 0.50 IN HOSE;50 FT CAPACITY;50 FT INCLUDED;2 HOSES TOTAL;HANNAY;SPRING REWIND	T40	3%	$1,730	$1,678	$2,399
398	TOOL OPTIONS	CR REEL BAYONET CAPSTAN. 20” Diameter Collapsible Reel for Wire Take Up. Fits Any of the Winch Extended Shafts Provided with storage.	T41	3%	$1,143	$1,109	$1,585
399	TOOL OPTIONS	Outrigger Pads - 22" x 24" x 1", With Rope Handle (each)	T42	3%	$156	$152	$217
400	TOOL OPTIONS	2" SINGLE CONDUCTOR HOLDER. Attaches to End of Jib for Lifting Phases.	T43	3%	$567	$550	$786
401	TOOL OPTIONS	TOOL HOSES. 8’ of 3/8” Non-Conductive Red Hose with Clear Hose Guard on Both Ends. HTMA Couplers Installed Each End. One (1) set of Hoses Come with Vehicle when a Hydraulic Upper Tool is Ordered.	T45	3%	$249	$241	$345
402	TOOL OPTIONS	TOOL TRAY. Fiberglass, Clips to inside of Platform With or Without Liner 19x8 with brackets.	T46	3%	$169	$163	$234
403	TOOL OPTIONS	DISCONTINUED;SRB 970762523;7/16 HEX UTILITY DRILL;IMPACTING;M18 FUEL 7/16 UTILITY DRILL;KIT W/ 2 XC4.0;;;;	T47	3%	$667	$647	$926
404	TOOL OPTIONS	DIRT BLANKET 6.00 FT BY 6.00 FT	T48	3%	$289	$280	$400
405	TOOL OPTIONS	DIRT BLANKET 7.00 FT BY 7.00 FT	T49	3%	$258	$250	$358
406	TOOL OPTIONS	DIRT BLANKET;;;8 FT BY 8 FT;;	T50	3%	$287	$278	$398
407	TOOL OPTIONS	O/R/B 970428623;HARNESS & LANYARD KIT;FULL BODY H STYLE;NYLON;4.50 FT L;SIZE LARGE;420 LB USER CAPACITY;SHOCK ABSORBING & ARC RATED;W/ LEATHER LEG CHAFES	T51	3%	$250	$243	$347
408	TOOL OPTIONS	SIGN STAND;;;;;;1 FOOT STAND;4 LEGS;12 OFF GROUND;;SINGLE SPRING W/ AUTO LATCH;;;MODEL SZ-412-S;BONE SAFETY	T52	3%	$122	$118	$169
409	TOOL OPTIONS	SIGN STAND;;;;;;1 FOOT STAND;4 LEGS;12 OFF GROUND;;SPRINGLESS W/ AUTO LATCH;;;MODEL SZ-412;BONE SAFETY	T53	3%	$109	$106	$152

NOTE: Standard Delivery $4.10 / Mile
Revised 1365

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
410	TOOL OPTIONS	SIGN;48.00 IN X 48.00 IN;MESH;UTILITY WORK AHEAD;;	T54	3%	$63	$61	$87
411	TOOL OPTIONS	HI-INTENSITY; REFLECTIVE; 48 IN X 48 IN 24/7; UTILITY WORK AHEAD;;;;	T55	3%	$127	$123	$176
412	TOOL OPTIONS	SAFETY SIGN;48 X 48;PREMIUM MESH;UTILITY WORK AHEAD;;	T56	3%	$64	$62	$89
413	TOOL OPTIONS	BOLT CUTTER;HAND;;ALTEC;18 INCH;;;	T57	3%	$129	$125	$179
414	TOOL OPTIONS	BOLT CUTTER;HAND;;ALTEC;24 INCH;;;	T58	3%	$136	$132	$189
415	TOOL OPTIONS	BOLT CUTTER;HAND;;ALTEC;36 INCH;;;	T59	3%	$165	$160	$228
416	TOOL OPTIONS	BLANKET CLAMP PIN;;;YELLOW;RAUKMAN # R-2100;;;	T60	3%	$11	$11	$15
417	TOOL OPTIONS	M18 FUEL 16 CHAINSAW KIT; W/ CHARGER; REDLITHIUM 12.0 BATTERY; 16 INCH BAR; 2727-21HD;;;	T61	3%	$563	$546	$780
418	TOOL OPTIONS	ATLAS;ALH-008-10;3/4 TON LEVER HOIST;WITH 10FT OF LIFT;;;;	T62	3%	$484	$470	$671
419	TOOL OPTIONS	ATLAS;ALH-010-10;1 TON LEVER HOIST;WITH 10FT OF LIFT;;;;	T63	3%	$675	$654	$936
420	TOOL OPTIONS	ATLAS;ALH-016-10;1.6 TON LEVER HOIST;WITH 10FT OF LIFT;;;;	T64	3%	$686	$666	$952
421	TOOL OPTIONS	ATLAS;ALH-032-10;3.2 TON LEVER HOIST;WITH 10FT OF LIFT;;;;	T65	3%	$956	$927	$1,326
422	TOOL OPTIONS	ATLAS;ALH-063-10;6.3 TON LEVER HOIST;WITH 10FT OF LIFT;;;;	T66	3%	$1,530	$1,484	$2,122
423	TOOL OPTIONS	KLEIN RAIL SYSTEM BASIC;1 MAN KIT;;;;;;	T67	3%	$1,810	$1,755	$2,510
424	TOOL OPTIONS	KLEIN RAIL SYSTEM BASIC;1.5 MAN KIT;;;;;;	T68	3%	$1,928	$1,870	$2,674
425	TOOL OPTIONS	KLEIN RAIL SYSTEM BASIC;2 MAN KIT;;;;;;	T69	3%	$2,061	$1,999	$2,859
426	TOOL OPTIONS	BW-001WC;BATWING GUARD ATTACHMENT KIT;FOR USE WITH ALTEC D3060;INCLUDES CASE AND ORGANIZER;;;;	T70	3%	$26,098	$25,315	$36,201
427	TOOL OPTIONS	BW-DT65;BATWING BW-001 ADAPTER MOUNT;FOR USE WITH ALTEC DT65;;;;;	T71	3%	$7,426	$7,204	$10,301
428	TOOL OPTIONS	BW-DT85;BATWING BW-001 ADAPTER MOUNT;FOR USE WITH ALTEC DT85;;;;;	T72	3%	$4,813	$4,668	$6,675
429	TOOL OPTIONS	BLACK RONIN TITAN LIFT KIT;HUMAN ASCENSION/RESCUE;KIT1011-11;;;;;	T73	3%	$4,825	$4,680	$6,693
430	TOOL OPTIONS	WHITE RONIN TITAN LIFT KIT;MATERIAL HANDLING;KIT 1011-11-W;;;;;	T74	3%	$4,825	$4,680	$6,693
431	TOOL OPTIONS	ALTEC SUPPLY TURF MAT;3 FT BY 6 FT;YELLOW;2 HANDLES;TRED PATTERN ON BOTH SIDES;;;	T75	3%	$210	$204	$291
432	TOOL OPTIONS	ALTEC SUPPLY TURF MAT;3 FT BY 8 FT;YELLOW;2 HANDLES ON EACH 3 FT END;TREAD PATTERN BOTH SIDES;;;	T76	3%	$317	$307	$439
433	TOOL OPTIONS	ALTEC SUPPLY TURF MAT;4 FT BY 8 FT;YELLOW;8 HANDLES;TREAD PATTERN BOTH SIDES;;;	T77	3%	$320	$310	$443
434	TOOL OPTIONS	WIRE HOLDER SHEAVE COMBO; WIRE HOLDER; FITS 3.00 IN ROUND JIB; KIT; COMBO TOOL	T78	3%	$1,889	$1,832	$2,620
435	TOOL OPTIONS	WIRE HOLDER; SELF ALIGNING; FITS 3.00 IN ROUND JIB; HEAVY DUTY; AERIAL; CONDUCTOR	T79	3%	$566	$549	$785
436	TOOL OPTIONS	JIB ACCESSORY;SINGLE;FITS OVER 3.00 TUBE;HEAVY DUTY 1500LB;CONDUCTOR;ASSEMBLY;AERIAL;SELF ALIGNING HOLDER	T80	3%	$2,601	$2,523	$3,608
437	TOOL OPTIONS	JIB ADAPTER; 3.00 ROUND END; FITS 4.00 IN SQUARE JIB; 11.20 IN L	T81	3%	$646	$627	$896
438	TOOL OPTIONS	POLE PULLER;HYDRAULIC;TIIGER BRAND;INCLUDES BACKPLATE;INCLUDES 1/2IN ALLOY 6FT CHAIN;2800 PSI OPERATING;;	T82	3%	$2,946	$2,857	$4,086
439	TOOL OPTIONS	MILWAUKEE 2843-20;M18 FUEL UTILITY;FENCING STAPLER; TOOL ONLY;;;;	T83	3%	$635	$616	$881
440	TOOL OPTIONS	MILWAUKEE MPU112-960;9GA STAPLES;1 1/2" 960/BOX;;;;;	T84	3%	$94	$92	$131
441	TOOL OPTIONS	FLASHLIGHT;LED;RED;HANDHELD ONLY;;12-18 VDC;;1250 LUMEN;RECHARGEABLE;SPOT/FLOOD;NO BATTERIES	T85	3%	$105	$102	$146
442	TOOL OPTIONS	MILWAUKEE 2978-22O;M18 FORCE LOGIC;6 TON LINEAR;UTILITY CRIMPER KIT;WITH O-D3 JAW;;;	T86	3%	$2,652	$2,573	$3,679
443	TOOL OPTIONS	Auger Equipment Purchased through Altec Supply	AUG-TOOLS	3%			
444	TOOL OPTIONS	Compression Accessories Purchased through Altec Supply	COMP-TOOLS	3%			
445	TOOL OPTIONS	Cordless Tools Purchased through Altec Supply	CORDLESS-TOOLS	3%			
446	TOOL OPTIONS	Electric Tools Purchased through Altec Supply	ELEC-TOOLS	3%			
447	TOOL OPTIONS	Gas Powered Tools Purchased through Altec Supply	GAS-TOOLS	3%			

NOTE: Standard Delivery $4.10 / Mile
Revised **1366**

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
448	TOOL OPTIONS	Hand lines / protection and other hand tools Purchased through Altec Supply	HAND-TOOLS	3%			
449	TOOL OPTIONS	Grounding / Ground protection Purchased through Altec Supply	GROUND-TOOLS	3%			
450	TOOL OPTIONS	Hydraulic tools Purchased through Altec Supply	HYD-TOOLS	3%			
451	TOOL OPTIONS	Ladders / lifting tools Purchased through Altec Supply	LIFT-TOOLS	3%			
452	TOOL OPTIONS	Safety, Worksite, Truck and Personal equipment Purchased through Altec Supply	MISC-TOOLS	3%			
453	TOOL OPTIONS	Reels, rope and accessories Purchased through Altec Supply	REEL-ROPE-TOOLS	3%			
454	TOOL OPTIONS	Underground / pulling equipment Purchased through Altec Supply	UNDER-PULL-TOOLS	3%			
455	TOOL OPTIONS	Lighting Purchased through Altec Supply	LIGHT-TOOLS	3%			
456	WINCH OPTIONS	ECP – MY-RE Electric capstan package. Includes a 12-VDC utility capstanhoist with lb. single-line and 1600-lb. double-line capacity. Usually mounted on curbside rear of vehicle with drum to outside.Worm gear system for positive load handling. No extended shaft. (Does not Include Accessories)	ECP	3%	$3,651	$3,541	$5,064
457	WINCH OPTIONS	GNT – Mid-ship two-speed winch continuous duty planetary drive.15,000 lb. bare drum capacity, powered level wind, and under floor operation. Swivel sheave at rear and 1,000 ft. of 7/16” cable witheye in one end are provided. Controls for winch, dog, and brakeare located in light channel curbside rear. Winch is air shifted with mechanical drum brake. An extended shaft with body tunnel anddoor collar is provided. Front compartment on street side is default for winch motor and hydraulics.	GNT	3%	$39,857	$38,661	$55,286
458	WINCH OPTIONS	MOUNTED HYDRAULIC CAPSTAN. Mounted Curbside on Front Frame Extension Curbside. (NOTE: May Not Be Required if Truck Has Midship Winch with WES Option)	MHC	3%	$7,652	$7,422	$10,614
459	WINCH OPTIONS	Hydraulic Front Winch, 35,000 LB Planetary Gear Single-Speed withTool Boxes And RH Extended Shaft.	MHW35	3%	$29,075	$28,203	$40,330
460	WINCH OPTIONS	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside.	MHW18	3%	$14,512	$14,077	$20,130
461	WINCH OPTIONS	16,500 LB Electric Winch Kit For Light Duty Chassis, Trans4mer Grille Guard Mount, Includes Emergency Stop	EW1	3%	$6,560	$6,363	$9,099
462	WINCH OPTIONS	16,500 LB Electric Winch Kit For Light Duty Chassis, with Bumper Only (No Grill Guard), Includes Emergency Stop	EW2	3%	$5,008	$4,858	$6,947
463	WINCH OPTIONS	CR REEL BAYONET CAPSTAN. 20” Diameter Collapsible Reel for Wire Take Up and a 7” Bayonet Capstan Drum that Fits Any of the Winch Extended Shafts Provided.	UHB	3%	$2,040	$1,979	$2,830
464	WINCH OPTIONS	Aluminum Bayonet Capstan Drum (fits any winch extended shaft)	UHBD	3%	$897	$870	$1,244
465	DERRICK AUGER OPTIONS	9” Diameter Dirt Auger Full Flight	UA09	5%	$1,554	$1,477	$2,112
466	DERRICK AUGER OPTIONS	12” Diameter Dirt Auger Full Flight	UA12	5%	$1,649	$1,567	$2,241
467	DERRICK AUGER OPTIONS	18” Diameter Dirt Auger Full Flight	UA18	5%	$2,012	$1,912	$2,734
468	DERRICK AUGER OPTIONS	24” Diameter Dirt Auger Full Flight	UA24	5%	$2,412	$2,291	$3,276
469	DERRICK AUGER OPTIONS	30” Diameter Dirt Auger Full Flight	UA30	5%	$2,983	$2,833	$4,052
470	DERRICK AUGER OPTIONS	9” Rock Ripper Auger Full Flight	UAR09	5%	$1,554	$1,477	$2,112
471	DERRICK AUGER OPTIONS	12” Rock Ripper Auger Full Flight	UAR12	5%	$1,819	$1,728	$2,471

NOTE: Standard Delivery $4.10 / Mile
Revised **1367**

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
472	DERRICK AUGER OPTIONS	18” Rock Ripper Auger Full Flight	UAR18	5%	$2,143	$2,036	$2,912
473	DERRICK AUGER OPTIONS	24” Rock Ripper Auger Full Flight	UAR24	5%	$2,647	$2,515	$3,596
474	DERRICK AUGER OPTIONS	30” Rock Ripper Auger Full Flight	UAR30	5%	$2,695	$2,560	$3,661
475	HIGH PRESSURE DERRICK AUGER OPTIONS	10” Diameter Rock Auger for Pressure Digger	PDR10	3%	$3,762	$3,649	$5,218
476	HIGH PRESSURE DERRICK AUGER OPTIONS	18” Diameter Auger for Pressure Digger	PDR18	3%	$4,098	$3,975	$5,684
477	HIGH PRESSURE DERRICK AUGER OPTIONS	24” Diameter Auger for Pressure Digger	PDR24	3%	$6,153	$5,968	$8,534
478	HIGH PRESSURE DERRICK AUGER OPTIONS	36” Diameter Auger for Pressure Digger	PDR36	3%	$6,679	$6,479	$9,265
479	HIGH PRESSURE DERRICK AUGER OPTIONS	48” Diameter Auger for Pressure Digger	PDR48	3%	$8,175	$7,929	$11,339
480	CHASSIS OPTIONS	CNG Processing Fee for Light Duty Chassis	CNG-LD	3%	$45,166	$43,811	$62,650
481	CHASSIS OPTIONS	CNG Processing Fee for Medium Duty Chassis	CNG-MD	3%	$49,700	$48,209	$68,939
482	CHASSIS OPTIONS	Medium Duty CREW CAB	CC2	3%	$11,062	$10,730	$15,344
483	CHASSIS OPTIONS	Light Duty SUPER CAB	FSC	3%	$3,050	$2,958	$4,230
484	CHASSIS OPTIONS	Light Duty CREW CAB	CC1	3%	$4,453	$4,319	$6,176
485	CHASSIS OPTIONS	DRIVER CONTROLLED LOCKING DIFFERENTIAL	D1	3%	$2,182	$2,116	$3,027
486	CHASSIS OPTIONS	TRACTION TYPE DIFFERENTIAL (No-Spin) / Automatic Type that Transfers Power from Slipping Wheel to Non-Slipping Wheel	D3	3%	$1,915	$1,858	$2,656
487	CHASSIS OPTIONS	DRIVER AND PASSENGER AIR OPERATED SUSPENSION SEATS	DSS2	3%	$1,554	$1,508	$2,156
488	CHASSIS OPTIONS	ECB - ENGINE COMPRESSION BRAKE	ECB	3%	$1,627	$1,578	$2,256
489	CHASSIS OPTIONS	ENGINE BLOCK HEATER OEM. 110-VAC	EH	3%	$147	$142	$203
490	CHASSIS OPTIONS	ENGINE EXHAUST BRAKE	EXB	3%	$1,084	$1,052	$1,504
491	CHASSIS OPTIONS	HYDRAULIC TRANSMISSION RETARDER (Only Available for 7000 Series Models)	HTR	3%	$15,224	$14,767	$21,117
492	CHASSIS OPTIONS	TRAILER LIGHTING CABLE. 110” Coiled Electric Cable with 7-Way Female Trailer Plugs on Each End. To Go With Option TBC or TTP. MUST BE SPECIFIED.	MTL	3%	$69	$66	$95
493	CHASSIS OPTIONS	MOTORIZED SIDE MIRRORS	RM3	3%	$690	$669	$957
494	CHASSIS OPTIONS	POWER EQUIPMENT (Power Locks and Power Windows)	FE	3%	$1,423	$1,381	$1,974
495	CHASSIS OPTIONS	CRUISE CONTROL & TILT STEERING	ICD	3%	$936	$908	$1,299
496	CHASSIS OPTIONS	IN-TANK FUEL WARMER. Uses Engine Coolant To Warm Fuel in Tank Before Pumping to Engine. Maximum Heated Temperature for Fuel 80 Degrees Under Any Circumstance.	SEHD	3%	$1,475	$1,431	$2,046
497	CHASSIS OPTIONS	RUSTPROOFING. Manufacturers Standard Rust Proof Installed on Cab and Body and In Doors. RUSTPROOF MATERIAL USED, ANCHOR TUFLEX RP/785, Light Brown in Color or similar	SRP	3%	$457	$443	$634
498	CHASSIS OPTIONS	Medium Duty Spare Tire / Wheel. Shipped Loose with Vehicle Unless STC Option is Ordered. Front Tire	STF	3%	$1,685	$1,635	$2,338
499	CHASSIS OPTIONS	Medium Duty Spare Tire / Wheel. Shipped Loose with Vehicle Unless STC Option is Ordered. RearTire	STR	3%	$1,685	$1,635	$2,338

NOTE: Standard Delivery $4.10 / Mile
Revised 1368

Altec

Altec Industries Sourcewell Price List
110421-ALT

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
500	CHASSIS OPTIONS	Light Duty SPARE TIRE/WHEEL. Shipped Loose with Vehicle Unless STC Option is Ordered.	FS	3%	$451	$437	$625
501	CHASSIS OPTIONS	SPARE TIRE CARRIER. Mounted in the Cargo Area of Truck with Chain Retainer.	UTC	3%	$421	$408	$584
502	CHASSIS OPTIONS	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	TBE	3%	$490	$475	$679
503	CHASSIS OPTIONS	VERTICAL EXHAUST. Mounted to Back of Cab. Vertical Tailpipe with Guard and Grab Handle	VES	3%	$352	$342	$489
504	CHASSIS OPTIONS	70 Gallon Fuel Tank (Medium Duty Chassis Only - Requires Engineering Approval)	FT	3%	$355	$344	$492
505	CHASSIS OPTIONS	Ford F550 4x2 Super Cab NY DOT package	FDOT	3%	$75,349	$73,089	$104,517
506	CHASSIS OPTIONS	Custom color chassis with approved OEM code for quantities greater than five	PDOT	3%	$1,160	$1,125	$1,609
507	CHASSIS OPTIONS	Ford XLT Package	FXLT	3%	$2,083	$2,021	$2,890
508	CHASSIS OPTIONS	Running Boards (from OEM)	RBO	3%	$506	$491	$702
509	TRAILER OPTIONS	Set of three (3) winches with nylon straps	WNCH3	3%	$355	$344	$492
510	TRAILER OPTIONS	Raised Bolsters on platform	BOL	3%	$188	$182	$260
511	TRAILER OPTIONS	Extended storage area - three (3) feet	ESA3	3%	$587	$569	$814
512	TRAILER OPTIONS	Extended storage area - six (6) feet (Req'd if EXT8 selected)	ESA6	3%	$1,034	$1,003	$1,434
513	TRAILER OPTIONS	Rear extender - eight (8) feet	EXT8	3%	$1,486	$1,441	$2,061
514	TRAILER OPTIONS	Length extension - Both eight (8) and ten (10) feet (Makes both 8" tonge and 10" receiver tupes bup to 30' long)	LNGTH	3%	$1,292	$1,254	$1,793
515	TRAILER OPTIONS	Additional Bolster (Typically selected whe 10" tube is longer than 25')	BOL1	3%	$261	$253	$362
516	TRAILER OPTIONS	Additional one (1) to two (2) foot tongue length	LNGTH1	3%	$377	$366	$524
517	TRAILER OPTIONS	Additional length; three (3) feet on 10" tube	LNGTH2	3%	$377	$366	$524
518	TRAILER OPTIONS	Integral reel rack - pocket mount/spindle (Up to three (3) reel racks can be included)	INTRR	3%	$951	$922	$1,319
519	TRAILER OPTIONS	Additional reel rack pockets/pair (Can be supplied to make a trailer 'Reel Rack Ready')	RRP	3%	$73	$71	$102
520	TRAILER OPTIONS	Aluminum pole end light bar	ALUMLT	3%	$502	$487	$697
521	TRAILER OPTIONS	LED strobes for light bar, two (2) - High tech programmable mini strobes	LEDLT	3%	$341	$331	$474
522	TRAILER OPTIONS	Custom Paint (excludes red/yellow)	CP	3%	$377	$366	$524
523	TRAILER OPTIONS	Galvanized Finish, single axle trailer	GAL1	3%	$1,535	$1,489	$2,129
524	TRAILER OPTIONS	Galvanized Finish, long tandem trailer	GAL2	3%	$2,151	$2,086	$2,983
525	TRAILER OPTIONS	Electric over Hydraulic brakes	BRAKES	3%	$1,357	$1,317	$1,883
526	TRAILER OPTIONS	3" Pintle eye (in lieu of standard 2.5")	PINTLE3	3%	$44	$43	$62
527	TRAILER OPTIONS	Aluminum underbody boxes (Qty. two)	ALUMBX	3%	$904	$877	$1,254
528	TRAILER OPTIONS	Trucklite document holder	DOC	3%	$18	$17	$25
529	TRAILER OPTIONS	Circuit Breakers in Junction box	CURCUIT	3%	$53	$51	$73
530	TRAILER OPTIONS	Sliding Stanchion (Set of Four)	SS4	3%	$1,055	$1,024	$1,464
531	TRAILER OPTIONS	Cross Arm Carrier	CAC	3%	$587	$569	$814
532	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 42' Working Height - Gas	TL42A-Gas	2%	$69,000	$67,620	$96,697
533	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 42' Working Height - Battery	TL42A-BAT	2%	$74,000	$72,520	$103,704
534	TEUPEN	Teupen Tracked Aerial - Non-Insulated - 60' Working Height	TC60	2%	$112,000	$109,760	$156,957
535	TEUPEN	Teupen Tracked Aerial - Insulated - 73' Working Height	TC73AiC	2%	$235,000	$230,300	$329,329
536	TEUPEN	Teupen Tracked Aerial - Insulated - 62' Working Height	TC63AiC	2%	$230,000	$225,400	$322,322
537	TEUPEN	Teupen Tracked Aerial - Insulated - 62' Working Height	TC63AiC*	2%	$240,000	$235,200	$336,336
538	TEUPEN	Teupen Tracked Aerial - Non-Insulated - 75' Working Height	TC75A	2%	$133,000	$130,340	$186,386
539	TEUPEN	Teupen Tracked Aerial - Insulated - 92' Working Height	TC92SiC	2%	$225,000	$220,500	$315,315
540	TEUPEN	Teupen Tracked Aerial - Non-Insulated - 98' Working Height	TC98SJ	2%	$174,000	$170,520	$243,844
541	TEUPEN	Teupen Tracked Aerial - Non-Insulated - 88' Working Height	TC89AJplus	2%	$165,900	$162,582	$232,492
542	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 115' Working Height - Battery	TL115SJ	2%	$249,000	$244,020	$348,949
543	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 115' Working Height	TL115SJ-BAT	2%	$258,000	$252,840	$361,561

NOTE: Standard Delivery $4.10 / Mile

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
544	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 127' Working Height	TL127SJplus	2%	$465,000	$455,700	$651,651
545	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 60' Working Height - Battery	TL60AJ-BAT	2%	$126,000	$123,480	$176,576
546	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 60' Working Height	TL60AJ	2%	$119,000	$116,620	$166,767
547	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 75' Working Height	TL75A	2%	$139,000	$136,220	$194,795
548	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 75' Working Height - Battery	TL75A-BAT	2%	$142,000	$139,160	$198,999
549	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 88' Working Height - Battery	TL89AJplus-BAT	2%	$182,900	$179,242	$256,316
550	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 88' Working Height	TL89AJplus	2%	$172,900	$169,442	$242,302
551	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 98'5" Working Height	TL98SJ	2%	$215,000	$210,700	$301,301
552	TEUPEN	Teupen LEO Tracked Aerial - Non-Insulated - 98'5" Working Height	TL98SJplus	2%	$249,000	$244,020	$348,949
553	FENEX	Fiber Optic Splicing Trailer 6x10	FOST610	3%	$47,861	$46,425	$66,388
554	FENEX	Fiber Optic Splicing Trailer 7x12	FOST712	3%	$56,939	$55,231	$78,980
555	FENEX	Fiber Optic Splicing Van 4x2	FOSV4-2	3%	$108,903	$105,636	$151,059
556	FENEX	Fiber Optic Splicing Van 4x4	FOSV4-4	3%	$113,140	$109,746	$156,936
557	SENTRY	AERIAL DEVICES AND DIGGER DERRICKS. (1) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at Least 3 months in Advance. Does not include instructor travel.	SENTRY1	3%	$3,754	$3,642	$5,208
558	SENTRY	CRANES. (2) Day Basic Operator Training Class, Up to 15 Students. Good for Anywhere in the United States. Must be Scheduled at least 3 Months in Advance. Does not include instructor travel.	SENTRY2	3%	$7,509	$7,283	$10,415
559	SENTRY	5 Display Heavy Equipment Operator Training Simulator with Digger Derrick Software Training Pack + appropriate hardware equipment controls + Instructor management system + training, installation, and shipping + 4 years Maintenance, Support, and warranty	SIM5-1	3%	$188,000	$182,360	$260,775
560	SENTRY	3 Display Heavy Equipment Operator Training Simulator with Digger Derrick Software Training Pack + appropriate hardware equipment controls + Instructor management system + training, installation, and shipping + 4 years Maintenance, Support, and warranty	SIM3-1	3%	$160,000	$155,200	$221,936
561	SENTRY	5 Display Heavy Equipment Operator Training Simulator with capabilty to convert into **5 Software equipment training packs, as selected by Sourcewell Member,** (ex: Digger Derrick, Mini Excavator, Dozer, Forklift, Backhoe) + All appropriate hardware equipment controls + Instructor management system + training, installation, and shipping + 4 years Maintenance, Support, and Warranty	SIM5-5	3%	$293,000	$284,210	$406,420
562	SENTRY	3 Display Heavy Equipment Operator Training Simulator with capabilty to convert into **5 Software equipment training packs, as selected by Sourcewell Member,** (ex: Digger Derrick, Mini Excavator, Dozer, Forklift, Backhoe) + All appropriate hardware equipment controls + Instructor management system + training, installation, and shipping + 4 years Maintenance, Support, and Warranty	SIM3-5	3%	$265,000	$257,050	$367,582
563	SENTRY	5 Display Heavy Equipment Operator Training Simulator with **12 Software Equipment training packs, as selected by Sourcewell Member**,(ex: Digger Derrick, Mini Excavator, Dozer, Forklift, Backhoe, Boom Truck, Wheel Loader, Compact Track Loader/skid steer, Telehandler, Excavator, Overhead Crane, Rough Terrain Crane) + All Appropriate hardware equipment controls + Instructor management system + training, installation, and shipping + 4 years Maintenance, Support, and warranty	SIM5-12	3%	$384,000	$372,480	$532,646

NOTE: Standard Delivery $4.10 / Mile

Item #	Item	Description	Code	Discount %	Commercial List Price	Sourcewell Price	Canadian Dollar (rate of 1.43)
564	SENTRY	3 Display Heavy Equipment Operator Training Simulator with **12 Software Equipment training packs, as selected by Sourcewell Member** (ex: Digger Derrick, Mini Excavator, Dozer, Forklift, Backhoe, Boom Truck, Wheel Loader, Compact Track Loader/skid steer, Telehandler, Excavator, Overhead Crane, Rough Terrain Crane) + All Appropriate hardware equipment controls + Instructor management system + training, installation, and shipping + 4 years Maintenance, Support, and warranty	SIM3-12	3%	$356,000	$345,320	$493,808
565	SENTRY	21' or 30' or 34' (custom) Hitch Trailer as selected by Sourcewell Member + Outfitted and fully customized + Liquid Cooled Generator + 5 Display Ruggedized Display Frame + Awning + Bench with storage + Full logo wrap + Installation of Simulator (simulator and shipping not included in price)	MTU-H	3%	$200,000	$194,000	$277,420
566	SENTRY	24' or 34' Goosneck Trailer as selected by Sourcewell Member + Outfitted and fully customized + Liquid Cooled Generator + 5 Display Ruggedized Display Frame + Awning + Bench with storage + Full logo wrap + Installation of Simulator (simulator and shipping not included in price)	MTU-G	3%	$185,000	$179,450	$256,614
567	WORK TRUCK	Service Body Sourced by Altec Work Truck	WORK-SERVICE	3%			
568	WORK TRUCK	Forestry Body Sourced by Altec Work Truck	WORK-FORESTRY	3%			
569	WORK TRUCK	Enclosed Body Sourced by Altec Work Truck	WORK-ENCLOSED	3%			
570	WORK TRUCK	Pickups & Vans Sourced by Altec Work Truck	WORK-PICKUPS	3%			
571	WORK TRUCK	Box Trucks Sourced by Altec Work Truck	WORK-BOX	3%			
572	WORK TRUCK	Dump Trucks Sourced by Altec Work Truck	WORK-DUMP	3%			
573	WORK TRUCK	Pressure Diggers Sourced by Altec Work Truck	WORK-PRESSURE	3%			
574	WORK TRUCK	Air and Hydro Excavation Sourced by Altec Work Truck	WORK-AIR	3%			
575	WORK TRUCK	Overhead Stringing Equipment Sourced by Altec Work Truck	WORK-OVERHEAD	3%			
576	WORK TRUCK	Underground Pulling Equipment Sourced by Altec Work Truck	WORK-UNDERGROUND	3%			
577	WORK TRUCK	Trailers Sourced by Altec Work Truck	WORK-TRAILERS	3%			
578	WORK TRUCK	Palginer Loader Cranes Sourced by Altec Work Truck	WORK-PALGINER	3%			
	NOTE: Items not listed in this pricelist will be identified and priced as "OPEN MARKET"						

Altec #110421-ALT

Pricing for contract #110421-ALT offers Sourcewell participating agencies the following discounts:

- Up to a 5% discount off list price
- Up to a 28.6% discount off the typical seller's fee on items purchased through JJ Kane Auctioneers (an Altec Company)



https://www.youtube.com/watch?v=l3Ytp9NQrIY

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Altec®
FOUR DRUM PULLER

TS20-4P

FEATURES

- Operator's Station with Protective Screen and Adjustable Seat
- Pilot Pressure Operator Controls are Centraly Located at Operator Station (Including Payout Brake Controls)
- 8,000 feet of 1/2 inch Diameter Color Coded 12-Strand Synthetic Pulling Rope
- Independent Drum Engagement Couplers with Handle for each Drum for Increased Safety and Functionality
- Individually Actuated Level-Wind Arm for each Pulling Drum
- CAN-Based Engine Display with Tachometer
- Hydraulic Front Jack with Option for Hydraulic Rear Jacks
- 20 Gallon Fuel Tank with Level Gauge
- 15 Gallon Hydraulic Oil Reservoir with Level and Temperature Gauges
- Closed Loop Hydrostatic Hydraulic Drive System
- DOT 4 Light System (LED)
- 6 Pin Round Wire Connector Trailer Plug
- Adjustable 2.5 inch ID Pintle Eye with Safety Chains and an Emergency Break-Away Switch
- Tier 4 Final Diesel Engine with 49 hp

OPTIONS

- Trailer Plug - 7 Pin Wire Connector
- Pulling Drum Covers
- Go Light
- Roof Package

SPECIFICATIONS

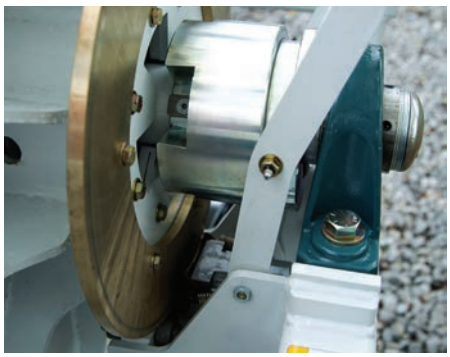
Overall Length	15 ft 5 in (4.70 m)
Max Width	8 ft (2.44 m)
Travel Height	8 ft 9 in (2.67 m)
Base Trailer/ Unit Weight (with pulling drum and rope)	10,000 lbs (4,536 kg)
Max Torque Rating	36,000 in-lbs (4,068 N-m)
Rated Line Pull (with 8,000 ft of 1/2" rope)	2,000 lbs
Rated Diameter	36 in (91.44 cm)
Max Line Speed	4.5 mph (7.24 km/h)
Engine hp	49 hp
Max System Pressure - Hydraulic Pump	3,916 psi (270.00 bar)
Pulling Drum Diameter	36 in
Pulling Drum Width (inside flanges)	23 in
GVWR	10,500 lb (4,703 kg)
GAWR	9,000 lb (4,083 kg)
Hydraulic Tank Capacity	15 gal (56.78 L)
Fuel Tank Capacity	20 gal (75.71 L)

Additional accessories available through Altec Supply including pulling grips, swivels, pilot line systems, and running grounds.

OPTIONAL ROOF PACKAGE



USER-FRIENDLY DRUM ENGAGEMENT COUPLER ALLOWS FOR SAFE AND PRODUCTIVE DRUM ENGAGEMENT DURING PULLING OPERATIONS



MAJORITY OF UNIT FUNCTIONS LOCATED DIRECTLY AT OPERATORS STATIONS, INCLUDING OVERSPIN BRAKE CONTROLS



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SR
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22-384
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Quote: 11221

Ms. Chris St. John
CITY OF OCALA
Napa IBS
1805 Northeast 30th Avenue Bldg 200
Ocala FL 34470

FormAddress-EmailURI:	sales@sherman-reilly.com
Date:	Sep 20, 2023
Your Reference:	S-85-C
Valid To:	Nov 4, 2023
Request Date:	Oct 13, 2023
Customer Number:	220550
Contact:	6408 UTILITY SERVICE AGENCY
E-Mail:	sales@sherman-reilly.com

Ship-to Address:
CITY OF OCALA
2100 NE 30TH AVE.
OCALA FL 34470

Dear Ms. St. John,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	700217	SPDR;CNTRLR;S-85-C;6000FT SYSTEM	4 Each	2,940.00 USD / 1 Each	11,760.00 USD
	List Price		2,940.00 USD / 1 Each		11,760.00 USD

Total Item Net Value	11,760.00 USD
Total	**11,760.00 USD**

Payment Terms: 30 days net
Incoterms: FOB Origin, -

QUOTE DOES NOT INCLUDE SHIPPING AND HANDLING
ESTIMATED LEAD TIME IS 3-4 WEEKS AFTER RECEIPT OF ORDER. 2 IN STOCK SUBJECT TO PRIOR SALE.

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com

SHERMAN+REILLY

Quote: 11221

Quote Number: 11221

Prices - The prices quoted are those in effect on the date of the quotation and will remain in effect for forty-five (45) days from the date of the quote. Prices are Ex-works Sherman + Reilly, Inc. (S+R) dock unless otherwise specified. Prices do not include, and Buyer shall pay, all costs and expenses incident to shipment and handling of products from point of delivery of the products by S+R to final destination. Payment - Where S+R extends credit to the Buyer, terms of payment shall be net thirty (30) days from the invoice date in US currency unless specified otherwise on the quote. Unless otherwise specifically agreed to in writing, payment from Buyer shall not be contingent on payment or financing from a third party. Buyer is also responsible for any sales, use or excise or similar taxes, duties, or levies now or hereafter enacted or imposed by governmental authority on the sale, delivery and ore use of the products sold by S+R. Buyer is responsible to provide a valid tax exemption certificate with their purchase order to avoid such tax being charged. If, in S+R's judgment, Buyer's financial condition does not justify the terms of payment specified, S+R may cancel delivery of the products unless the Buyer immediately pays for all products that have been delivered and pays in advance for other products that are due to be delivered. S+R retains the right to impose late fee of .277% per day for all payments that are late. Title and Delivery - Unless otherwise stated in S+R quotation, all shipments of goods shall be delivered F.O.B. origin, and title and liability for loss or damage thereto shall pass to the Buyer upon delivery to the Buyer's carrier. Buyer shall be liable for costs of insurance and transportation, taxes and any other expenses incurred, or licenses required at destination. Shipping dates are approximate only. S+R shall not be liable for any loss or expense for failing to meet a specific shipping date. Buyer hereby grants a lien and security interest in products delivered until payment is received in full. If Buyer requests S+R hold products until Buyer arranges transportation, Buyer agrees to assume ownership of products on the date the products were ready for shipment. Contingencies and Force Majeure - S+R shall not be liable for any delay in delivery caused by any contingency beyond the control of either S+R or S+R's suppliers, including, but not limited to, war, sabotage, insurrection, act of any government or any agency, judicial action, labor dispute, accident, insurance loss or other act of GOD, where S+R has exercised ordinary care in prevention thereof. Cancellation - Orders for any products submitted by Buyer and acknowledged by S+R cannot be canceled for any reason. Inspection - Buyer, at its option and expense, may inspect products for compliance to its purchase order prior to shipment. Limitation of Liability - Buyer shall defend, indemnify and hold harmless S+R, its employees and agents from and against all liabilities, claims, damages, losses and expenses for injury to any person or damage to real or tangible personal property which directly or indirectly arises out of breach of any agreement between the parties or the misuse, unsafe, negligent, or inappropriate use of any products sold by S+R to Buyer. Non-Waiver of Default and Collection Rights - In the event of any default by the Buyer, S+R may invoke any remedy provided by law or by terms of this agreement and may decline further shipments. Applicable Law and Forum - All matters arising out of or relating to this agreement shall be governed by and in accordance with the laws of the State of Tennessee. Any legal suit, action or proceeding arising out of this agreement shall be instituted in the State of Tennessee, Hamilton county.
LIMITED WARRANTY: Please refer to www.sherman-reilly.com. The Standard Limited Warranty defined on our web site covers all SRI products. The Forever Warranty defined on our web site further covers SRI products comprising distribution and transmission single-conductor blocks and bundled blocks, and related accessories; collectively, “Products”.

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com

SHERMAN+REILLY

Quote: 14694

Ms. Chris St. John
CITY OF OCALA
Napa IBS
1805 Northeast 30th Avenue Bldg 200
Ocala FL 34470

FormAddress-EmailURI:	sales@sherman-reilly.com
Date:	Jun 15, 2026
Your Reference:	S-85-C
Valid To:	Jul 30, 2026
Request Date:	Jul 30, 2026
Customer Number:	220550
Contact:	6408 UTILITY SERVICE AGENCY
E-Mail:	sales@sherman-reilly.com

Ship-to Address:
CITY OF OCALA
2100 NE 30TH AVE.
OCALA FL 34470

Dear Ms. St. John,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	700217	SPDR;CNTRLR;S-85-C;6000FT SYSTEM	4 Each	3,185.00 USD / 1 Each	12,740.00 USD
	List Price		3,185.00 USD / 1 Each		12,740.00 USD

Total Item Net Value	12,740.00 USD
Total	**12,740.00 USD**

Payment Terms: 30 days net
Incoterms: FOB Origin, -

QUOTE DOES NOT INCLUDE SHIPPING AND HANDLING
ESTIMATED LEAD TIME IS 1-2 WEEKS AFTER RECEIPT OF ORDER.

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com

SHERMAN+REILLY

Quote: 14694

Quote Number: 14694

Sherman + Reilly Terms and Conditions

Prices - Prices are subject to change without notice. The prices quoted are those in effect on the date of the quotation and will remain in effect for forty-five (45) days from the date of the quote. Prices are Ex-works Sherman + Reilly, Inc. (S+R) dock unless otherwise specified. Prices do not include, and Buyer shall pay, all costs and expenses incident to shipment and handling of products from point of delivery of the products by S+R to final destination.

Payment - Where S+R extends credit to the Buyer, terms of payment shall be net thirty (30) days from the invoice date in US currency unless specified otherwise on the quote. Unless otherwise specifically agreed to in writing, payment from Buyer shall not be contingent on payment or financing from a third party. Buyer is also responsible for any sales, use or excise or similar taxes, duties, or levies now or hereafter enacted or imposed by governmental authority on the sale, delivery and or use of the products sold by S+R. Buyer is responsible to provide a valid tax exemption certificate with their purchase order to avoid such tax being charged. If, in S+R's judgment, Buyer's financial condition does not justify the terms of payment specified, S+R may cancel delivery of the products unless the Buyer immediately pays for all products that have been delivered and pays in advance for other products that are due to be delivered. S+R retains the right to impose late fee of the lesser of 0.277% or the maximum allowed by law per day for all payments that are late.

Title and Delivery - All shipments of goods shall be delivered F.O.B. origin, and title and liability for loss or damage thereto shall pass to the Buyer upon delivery to the Buyer's carrier. Buyer shall be liable for costs of insurance and transportation, taxes and any other expenses incurred, or licenses required at destination. Shipping dates are approximate only. S+R shall not be liable for any loss or expense for failing to meet a specific shipping date. Buyer hereby grants a lien and security interest in products delivered until payment is received in full. If Buyer requests S+R hold products until Buyer arranges transportation, Buyer agrees to assume ownership of products on the date the products were ready for shipment.

Contingencies and Force Majeure - S+R shall not be liable for any delay in delivery caused by any contingency beyond the control of either S+R or S+R's suppliers, including, but not limited to, war, sabotage, insurrection, act of any government or any agency, judicial action, labor dispute, accident, insurance loss or other act of GOD.

Cancellation - Orders for any products submitted by Buyer and acknowledged by S+R cannot be canceled for any reason.

Inspection - Buyer, at its option and expense, may inspect products for compliance to its purchase order prior to shipment.

Limitation of Liability - Buyer shall defend, indemnify and hold harmless S+R, its employees and agents from and against all liabilities, claims, damages, losses and expenses for injury to any person or damage to real or tangible personal property which directly or indirectly arises out of the acts or omissions of Buyer, the breach of any agreement between the parties or the misuse, unsafe, negligent, or inappropriate use of any products sold by S+R to Buyer.

Non-Waiver of Default and Collection Rights - In the event of any default by the Buyer, S+R may invoke any remedy provided by law or by terms of this quote and may decline further shipments.

Applicable Law and Forum - All matters arising out of or relating to this quote shall be governed by and in accordance with the laws of the State of Tennessee, without giving effect to principles of conflict of laws. Any legal suit, action or proceeding arising out of this quote shall be instituted exclusively in the state or federal courts located in Hamilton County, Tennessee.

LIMITED WARRANTY - Please refer to www.sherman-reilly.com for all warranty terms.

Complete Agreement - Any purchase from S+R shall be solely governed by the terms and conditions of this Quote. Any terms or conditions introduced by Buyer either directly, indirectly by way of reference or otherwise, and whether as part of a purchase order, acknowledgment, email, or other means are hereby explicitly rejected and shall not apply.

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com

File #: 2026-1679 Agenda Item #: 10f.

Submitted By: Christina Guy

Presentation By: John King

Department: Fleet

FORMAL TITLE:
Utilization of the Florida Sheriffs Association agreement with Nextran Truck Centers for the purchase of a Mack refuse chassis for Public Works, in the amount of $299,604

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Public Works Department utilizes automated side loader (ASL) refuse trucks to provide efficient and dependable residential waste collection throughout the City. Staff identified an existing City-owned salvaged ASL body suitable for refurbishment and installation on a new Mack refuse chassis. The ASL body, retrieved from a truck chassis that had sustained prior damage, has undergone thorough inspection and has been deemed fit for continued operational service.

FINDINGS AND CONCLUSIONS:
Refurbishing the ASL truck body, which has been in service for 14 months, constitutes a prudent and cost-effective action. This initiative will extend the asset's lifespan, maintain operational reliability, and optimize the City's investment by deferring the need for a significantly more expensive full replacement.

The refuse chassis and refurbishment will be purchased from Nextran Truck Centers under the Florida Sheriffs Association Contract No. FSA25-VEH23.0, for a total cost of $299,604.

As a political subdivision of the State of Florida, the City of Ocala qualifies as an eligible user of direct purchase contracts solicited and negotiated by the Florida Sheriffs Association (FSA). Agreement No.: FSA25-VEH23.0 was awarded by FSA. Cooperative purchasing programs are comprised of member cities, counties, and other public agencies nationwide that aggregate their members' purchasing power to achieve greater volume discounts. The solicitation underlying Agreement FSA25-VEH23.0 has been evaluated and determined by the City's Procurement Department and Fleet to be cost-effective and to afford the best value.

Staff recommends approval.

FISCAL IMPACT:
Funding for this purchase is budgeted in account 453-023-602-534-66-64010 - Public Works Sanitation Machinery and Equipment.

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

Buyer's Order

Nextran Truck Centers - Ocala
7398 NW 44th Avenue
Ocala, FL 34482
352-547-1275

Salesperson: Bryan Sapp
Date: 6.24.26

CUSTOMER INFORMATION

Name:	City of Ocala						
Address:	1805 NE 30th Ave					Phone:	-
City:	Ocala	State:	FL	Zip Code:	34470	County:	Marion

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
1	2026	Mack	LR 64R	1M2LR2GCXTN012289
			2nd VIN	-
			3rd VIN	-
			4th VIN	-
			5th VIN	-

See Addendum for Additional VIN #

Body Details

Year	Make	Model	SERIAL #
	Body Remount		
-	-	-	-
		2nd Serial #	-
		3rd Serial #	-
		4th Serial #	-
		5th Serial #	-

FSA Specification

Order Code	Option	Price	Order Code	Option	Price
1442102	LR, Dual drive	$ 10,760.00			
271210	Wheelbase upgrade	$ 209.00			
0		$ -			
GUARD - RL	Skid plate	$ 339.00			
5313803	Aluminum wheels	$ 1,419.00			
MCE0015	double frame	$ 990.00			
	BID OPTIONS	$ 13,717.00			
	Base chassis bid	$ 196,167.00			
	Total	$ 209,884.00			
	2026 Stock truck discount	$8,188			
					$ -

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 25-VEH23.0 Item 91, Mack TE Series

TRADE INFORMATION

Year	Make	Model	Body	VIN#	Trade-In Value	Payoff
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -
-	-	-	-	-	$ -	$ -

FSA TRUCK SPECIFICATION

Price below reflects per unit

	ALL TRUCKS	Locals and Comments
Total Selling Price	$ 299,603.20	$1600 Shipping fee included
Extended Warranty	$ -	Price includes body remount $97907.20
APU	$ -	-
Premium Maint. Plan	$ -	-
Subtotal	$ 299,603.20	Nextran Discount ($8188) 2026 year model stocking program
Disposal/Temp Tags	$ -	-
Tire Tax Credit	$ -	-
Tag and Title	$ -	-
Miscellaneous	$ -	-
County Surtax	$ -	-
Total before Down Pmt	$ 299,603.20	-
Down Payment	$ -	-
Total Price ALL	**$ 299,603.20**	-

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement.
I further understand that the terms and conditions that follow are a true and integral part of this agreement.

Purchaser's Signature *Date*

Accepted by Nextran Truck Centers *Date*

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

TERMS AND CONDITIONS

1. Acceptance. The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.

2. Purchaser's Payment of Charges. Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.

3. Deposit. Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.

4. Commercially Reasonable Efforts. Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.

5. Warranties. DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE **SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.** Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ ***(Initials of Purchaser)***

6. Limitation of Liability; Waiver of Claims. Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.

Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.

7. Modifications by Others. Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

8. Trade-in Allowance. The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.

9. Entire Agreement. This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.

10. Assignment. This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.

11. Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury. This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.

12. Miscellaneous. Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By: _____

(Purchaser Signature)

Service Quote

TRUCKS & PARTS

1015 South 50th Street, Tampa, FL 33619
USA toll free 1-888-488-8889
Local Phone (813) 247-6637 • FAX (813) 247-4465
www.trucksandparts.com Motor Vehicle Registration: MV #25305

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
I understand that, under state law, I am entitled to a written estimate if my final bill will exceed $150.00.
____ I request a written estimate.
____ I do not request a written estimate as long as the repair costs do not exceed $_____. The shop may not exceed this amount without my written or oral approval.
____ I do not request a written estimate.

Signed: _____ **Date:** _____

Intended Payment Method: Cash Check Amex MC Visa

Customer: City of Ocala
Address: 0
City, State, Zip: 0
Contact name: 0
E-mail Address: 0
Contact Phone: 0

Labor Charges Based ON: ☐ Flat Rate ☑ Hourly Rate ☐ Both Apply
Estimate/Diagnostic Fee: $ 0 /Or Hourly At
$ 155.00 Per Hour
Estimated Date of Completion
Save Old Parts: YES NO (Core may apply)

Quote Date: 2/27/2026
Time of Day Q02272026-01
Quote No.: Rev W/O Arm
PO No.: 0

A STORAGE FEE OF $50.00 PER DAY MAY BE APPLIED TO VEHICLES WHICH ARE NOT CLAIMED WITHIN 3 WORKING DAYS OF NOTIFICATION OF COMPLETEION.

**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. ***FS403.718 mandates a $1.00 fee for each new tire sold in the State of Florida. ***FS403.7185 mandates a $1.50 fee for each new or remanufactured battery sold in the State of Florida.

Year	Make	Model	VIN Number
2021	Mack	Electric Chassis	0
Body Type	**Body Make**	**Miles In**	**Inspected by**
0	0	0	0
Tag No.	**Unit No.**	**Miles Out**	**Hours**
0	0	0	0

* U/Used R/Rebuilt RC/Reconditioned NC/No Charge-Warranty RD/Reduced N/New*

Class Code	Repair Needed	Customer Complaint	Comments	Standard Repair Time	Hourly Labor Rate	Parts Cost	Parts Qty	Total Parts	Total Labor	Total Price
0	X	New Chassis to body wire harness	0	0.00	$ 155.00	$ 5,460.00	1.0	5,460.00	-	$ 5,460.00
0	X	New Hydraulic Pump	0	0.00	$ 155.00	$ 8,680.00	1.0	8,680.00	-	$ 8,680.00
0	X	New PTO	0	0.00	$ 155.00	$ 4,900.00	1.0	4,900.00	-	$ 4,900.00
0	X	New Hydraulic Hose Plumbing from Chassis to Body	0	0.00	$ 155.00	$ 980.00	1.0	980.00	-	$ 980.00
0	X	New (3) Camera & Monitor System	0	0.00	$ 155.00	$ 1,680.00	1.0	1,680.00	-	$ 1,680.00
0	X	Body Mounting Brackets to Chassis	0	0.00	$ 155.00	$ 4,620.00	1.0	4,620.00	-	$ 4,620.00
0	X	Load body on Flat Bed in Ocala	if forklift is available	2.00	$ 155.00	$ -	0.0	-	310.00	$ 310.00
0	X	Off load body in Tampa	0	2.00	$ 155.00	$ -	0.0	-	310.00	$ 310.00
0	X	Freight to flatbed body from Ocala to Tampa	0	0.00	$ 155.00	$ 980.00	1.0	980.00	-	$ 980.00
0	X	Day trip for (2) Technicians to Ocala to Remove New Way Arm from Chassis	0	16.00	$ 155.00	$ -	0.0	-	2,480.00	$ 2,480.00
0	X	Touch up Paint on Body	0	0.00	$ 155.00	$ 210.00	1.0	210.00	-	$ 210.00
0	X	Hydraulic Oil	0	0.00	$ 155.00	$ 1,120.00	1.0	1,120.00	-	$ 1,120.00
0	X	Tank if Needed	0	0.00	$ 155.00	$ 5,600.00	1.0	5,600.00	-	$ 5,600.00
0	X	Mount Body, Plumb Electric & Hydraulics	0	60.00	$ 155.00	$ -	0.0	-	9,300.00	$ 9,300.00
0	X	Cylinder - Body Dump if needed. Still intact but was fully extended when the truck and body tipped over.	0	0.00	$ 155.00	$ 6,519.80	1.0	6,519.80	-	$ 6,519.80
0	X	Body Dump Cylinder Mounting bracket to chassis needs replaced.	0	0.00	$ 155.00	$ 3,050.60	1.0	3,050.60	-	$ 3,050.60
0	X	Rebuild Existing Grabber Arm	0	0.00	$ 155.00	$ 21,000.00	1.0	21,000.00	-	$ 21,000.00
0	X	Need full body harness (Previous chassis was fully electric)	0	0.00	$ 155.00	$ 959.00	1.0	959.00	-	$ 959.00

Year	Make	Model	VIN Number
2021	Mack	Electric Chassis	0
Body Type	**Body Make**	**Miles In**	**Inspected by**
0	0	0	0
Tag No.	**Unit No.**	**Miles Out**	**Hours**
0	0	0	0

**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. ***FS403.718 mandates a $1.00 fee for each new tire sold in the State of Florida. ***FS403.7185 mandates a $1.50 fee for each new or remanufactured battery sold in the State of Florida.

* U/Used R/Rebuilt RC/Reconditioned NC/No Charge-Warranty RD/Reduced N/New*

Class Code	Repair Needed	Customer Complaint	Comments	Standard Repair Time	Hourly Labor Rate	Parts Cost	Parts Qty	Total Parts	Total Labor	Total Price
0	X	Cab control box for New 2026 Mack LR diesel chassis	0	0.00	$ 155.00	$ 1,932.00	1.0	1,932.00	-	$ 1,932.00
0	X	Driver side body fender need straightend (damaged in roll over)	0	0.00	$ 155.00	$ 1,114.40	1.0	1,114.40	-	$ 1,114.40
0	X	Driver side hydraulic valve cover needs straightend (damaged in roll over)	0	0.00	$ 155.00	$ 670.60	1.0	670.60	-	$ 670.60
0	X	Hydraulic piping on chassis frame for body	0	0.00	$ 155.00	$ 1,570.80	1.0	1,570.80	-	$ 1,570.80
0	X	Electrical conduits on chassis frame for body	none	0.00	$ 155.00	$ 1,330.00	1.0	1,330.00	-	$ 1,330.00
0	X	Hyd hoses for arm	0	0.00	$ 155.00	$ 1,680.00	1.0	1,680.00	-	$ 1,680.00
0	X	Misc Labor	0	31.61	$ 155.00	$ -	0.0	-	4,900.00	$ 4,900.00
0	X	Misc Materials	0	0.00	$ 155.00	$ 2,100.00	1.0	2,100.00	-	$ 2,100.00
0	X	Freight - Materials	0	0.00	$ 155.00	$ 2,100.00	1.0	2,100.00	-	$ 2,100.00
0	X	Crane to load body on flat bed in Ocala – normally we use our forklift to load these bodies, do they have a forklift that can lift this body???	0	0.00	$ 155.00	$ 1,050.00	1.0	1,050.00	-	$ 1,050.00
0	X	Truck delivery back to Ocala	0	0.00	$ 155.00	$ 1,050.00	1.0	1,050.00	-	$ 1,050.00
0	0	0	0	0.00	$ 155.00	$ -	0.0	-	-	$ -
0	0	0	0	0.00	$ 155.00	$ -	0.0	-	-	$ -
0	0	0	0	0.00	$ 155.00	$ -	0.0	-	-	$ -
0	0	0	0	0.00	$ 155.00	$ -	0.0	-	-	$ -
0	0	0	0	0.00	$ 155.00	$ -	0.0	-	-	$ -
0	0	0	0	0.00	$ 155.00	$ -	0.0	-	-	$ -
				111.61			**Sub-Totals**	**$ 80,357.20**	**$ 17,300.00**	**$ 97,657.20**

**Shop Supplies	$ 250.00
Sub-Total	**$ 97,907.20**
Sales Tax	$ -
Total Cost	**$ 97,907.20**

NOTICE TO CUSTOMERS: THIS ESTIMATE IS BASED UPON THE CONDITION OF ITEMS AS THEY WERE INSPECTED. REMOVAL OF ITEMS MAY REVEAL WEAR AND/OR DAMAGE BEYOND THE SCOPE OF THIS QUOTE INCREASING THE COSTS OF REPAIRS. THE CUSTOMER WILL BE NOTIFIED AND PROPER AUTHORIZATION REQUESTED FOR ADDITIONAL REPAIRS REQUIRED. APPLICABLE SHOP SUPPLIES, MILEAGE AND ENVIRONMENTAL FEES MAY BE ADDED. THIS QUOTE IS VALID FOR 30 DAYS UNLESS OTHERWISE AGREED UPON BY BOTH PARTIES. NOT RESPONSIBLE FOR DAMAGE CAUSED BY THEFT, FIRE, OR ACTS OF NATURE. PARTS WARRANTY BASED ON SUPPLIER. LABOR WARRANTY GOOD FOR 30 DAYS.

I HEREBY AUTHORIZE THE ABOVE REPAIRS, INCLUDING SUBLET WORK, ALONG WITH THE NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE MY VEHICLE FOR THE PURPOSE OF TESTING, INSPECTION, AND DELIVERY AT MY RISK. IF I CANCEL REPAIRS PRIOR TO COMPLETION FOR ANY REASON, TEARDOWN AND REASSEMBLY CHARGES WILL APPLY.

AUTHORIZED SIGNATURE: _____ **Customer Phone** _____

PRINT NAME: _____ **DATE:** _____

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA25-VEH23.0: Heavy Trucks and Buses

1386

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association ("FSA"). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the Manufacturer produced products.

G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this Contract.

L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this Contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida ("State"). This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this Contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual Manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their Manufacturers' agreements and must agree to the Terms and Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept Purchase Orders funded in whole or in part with Federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of Federal funding with this

Contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association ("FSA") and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the FSA or a purchaser.

If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

The Bidder certifies that they are in compliance as applicable by federal or state law 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, color, religion, sex or national origin.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

In accordance with the Public Entity Crimes Act, Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or Eligible Users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the Terms and Conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a Manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's ("AAA") commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorneys' fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorneys' fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to: failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to

which FSA CPP is entitled, according to Section 3.25, and any attorneys' fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Contract by the Vendor, and the FSA may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA can terminate the Contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission include:

- Qualification Form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
- Compliance Attestations
  - E-Verify
  - Anti-Human Trafficking
  - Workers' Compensation
  - Drug-Free Workplace
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
  - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the Manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the Manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the Contract, unless otherwise provided in the Contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the Contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

2.12 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

2.14 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.15 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.16 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.17 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.18 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.22, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.19 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.20 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

2.21 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.22 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide, the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

2.23 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the Contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for Contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this Contract.

Equitable Adjustments

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with

the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment Manufacturer ("OEM") and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.12 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA may terminate the Contract in accordance with these Terms and Conditions.

3.13 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees 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 the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.15 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.16 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a confirmation of order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that a purchaser purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.17 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

3.18 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and Purchase Order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the purchaser, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.19 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

3.23 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from Contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's quarterly report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

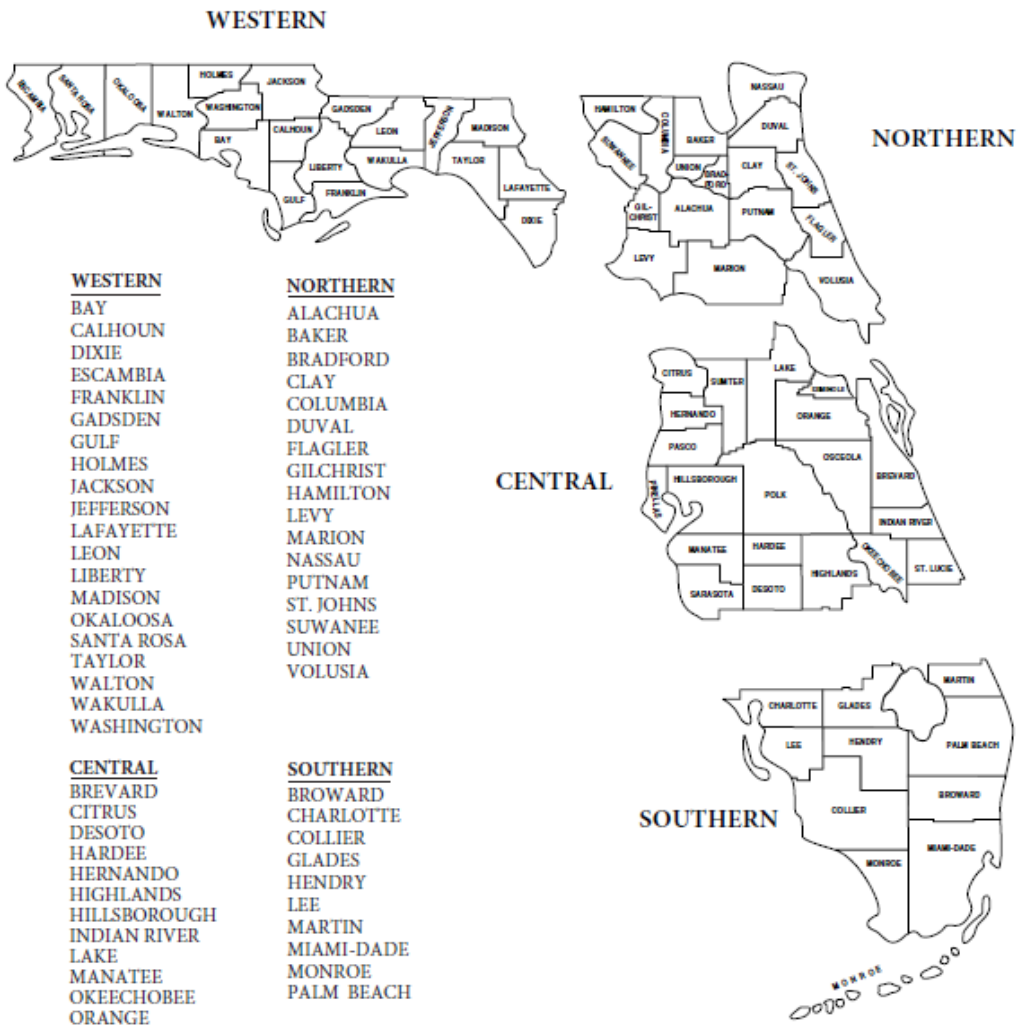
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA25-VEH23.0 Bid Calendar	Date
Bid Announcement	3/28/25
Voluntary Interested Bidder Workshop FSA25-VEH23.0	6/4/25
New Items & Specifications Submissions Due	6/12/25
Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training	7/15/25
Requests for Clarifications Due to FSA	7/24/25
FSA Response to Requests for Clarifications	7/30/25
Bid System Opens	8/1/25
Cone of Silence	8/1/25-9/23/25
Bid Submissions Due	9/2/25
Bid Tabulations Posted	9/3/25
Public Bid Opening	9/3/25
Bid Evaluations	9/15/25-9/19/25
Intent To Award	9/23/25
Final Award	10/1/25

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded Purchase Orders, Vendors must comply with the following provisions upon award of a federally funded Purchase Order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 the construction, completion, or repair of 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. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order 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.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the 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 15(a), in the sum of $29 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 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser 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 Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies 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. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: 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 C.F.R. 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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(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). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause 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.

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 91, Mack, TE Series, TE Series

Description: Refer FSA Base Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Northern	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Central	Primary	Nextran Truck Centers	$196,167.00	Build	Options
Southern	Primary	Nextran Truck Centers	$196,167.00	Build	Options

Outlook

Mack EPA Engine Change

From Bryan Sapp <bsapp@nextranusa.com>
Date Wed 5/27/2026 8:45 AM
To John King <jking@ocalafl.gov>
Cc Liza F. Warmuth <lwarmuth@ocalafl.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. King,

Per our conversation, Mack Trucks will discontinue the 11 liter, MP7 engine platform January 1, 2027. This is due to the new EPA emissions regulations that take effect on the same date. Mack has chosen to use the new Cummins 10 liter engine platform. Mack estimates the new platform to add an additional $20k to $25k to the cost, but as of today they have made no official announcement. Additionally, the new engine platform is not listed on the current Florida Sheriffs Bid. We are working with Mack to establish actually pricing and will have it added to the FSA Bid for Oct 1, 2026. Mack has made us aware that may be chassis available with the current engine and emissions platform later this year on a first come first serve bases. This chassis will be at current Florida Sheriffs Bid pricing, a considerable discount compared to the anticipated 2027 / 2028 FSA bid.

Please call me if you have any questions or if you need further clarfications.

Thank You

NEXTRAN TRUCK CENTERS

NextranUSA.com

BRYAN SAPP

Sales Consultant

386.623.0705
328 SW Ring Ct
Lake City, FL 32025

NOTICE OF CONFIDENTIALITY: The information in this e-mail may be privileged and confidential and protected from disclosure. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify us immediately by replying to this e-mail and delete it from your computer.

Florida Sheriffs Association Cooperative Purchasing Program Options List

Bid Number	FSA25-VEH23.0
Bid Title	Heavy Trucks and Buses
Bidder	Nextran Truck Centers
Item Make & Model	Mack TE Series
Item Number	91

Option Code	Description	Price	Installation	MSRP Discount	Cost-Plus Markup
ENGINE					
1001856	MP7 375HP with 1350 ftlbs of torque	$632.00	Factory	32.30%	
1003109	CNG Prep - 64R G with cummins L9N-G 320HP, Fuel tanks not included, base chassis upgrade	$12,220.00	Factory	32.30%	
TRANSMISSION					
1364582	Allison Transmission Retarder	$9,266.00	Factory	32.30%	
AXLES/SUSPENSIONS/GVW PACKAGES					
20F46R	66,000 GVWR package, Front 425 Tires/Front wheels steel: 22.5x12.25/Rear 11R22.5 Tires/Rear wheels steel 22.5x8.25/46,000 Mack Rear Axle/SS462 Camelback suspension	$1,617.00	Factory	32.30%	
1862428	46,000 LB. HMX EX 460 Haulmax Suspension with 46,000 LB. Mack Rear Axles	$3,977.00	Factory	32.30%	
1862428B	46,000 LB. HMX EX 460 Haulmax Suspension with 46,000 LB. Meritor Rear Axles	$3,870.00	Factory	32.30%	
1861610	46,000 LB. Mack Mride Suspension	$1,649.00	Factory	32.30%	
Single Axle	Single Axle Option (CREDIT)	-$7,200.00	Factory	32.30%	
ADDITIONAL FACTORY OPTIONS					
1442103	RH and LH Sit down, RH Drive Only	$9,352.00	Factory	32.30%	
1442100	LCF Low Profile With left hand steer	$9,670.00	Factory	32.30%	
1442102	LCF Low Profile with dual steer - Model LR64R with dual sitdown, dual steering	$10,760.00	Factory	32.30%	
1442101	LCF Low Profile with dual steer and right hand stand up - Model LR64R Standard Config.	$9,596.00	Factory	32.30%	
290A13	Fuel Tank Upgrade	$626.00	Factory	32.30%	
271210	Wheelbase Upgrade greater than 203"	$209.00	Factory	32.30%	
5RXA3X	Backup Alarm	$233.00	Factory	32.30%	
2540412	Driver Controlled Differential lock - Inter wheel Differential Lock (Both Axles)	$1,307.00	Factory	32.30%	
2931032	DAVCO 387 Fuel Filter (Fluid Heated)	$521.00	Factory	32.30%	
3180010	Battery Disconect Switch " Flaming River" with config. Light	$120.00	Factory	32.30%	
9011415	F+R (10) 315/80R22.5 M870 Bridgestone all position tires (Or Equivalent Manufacturer) on ste	$2,328.00	Factory	32.30%	
MCL2000	Dual Flat Electrical Operated & Heated Mirrors	$363.00	Factory	32.30%	
BBA-PK7	Body Builder Air lines, Factory installed for pneumatic joy stick controls	$244.00	Factory	32.30%	
8FXG1X	Drop Frame Modifications for LCF Chassis	$18,323.00	Factory	32.30%	
2LCA1X	Cab Front Corner Protection/ Reinforcement for LCF Chassis	$290.00	Factory	32.30%	
GUARD-RL	Skid Plate under Bumper + Radiator	$339.00	Factory	32.30%	
5313803	All Aluminum Wheels	$1,419.00	Factory	32.30%	
5313N1	White Powder Coat Heavy Duty Steel Wheels	$1,000.00	Factory	32.30%	
OPT-315	Rear Tires (8) 315/80R22.5 M870 Bridgestone (Or Equivalent Manufacturer), for all rear tires	$2,049.00	Factory	32.30%	
2416311	Front and Rear Disc Brakes (Includes 46,000 LB. Mride Suspension Option Code 1861610)	$5,524.00	Factory	32.30%	
BLVR-PK3	Pre Wire Video Safety System	$1,252.00	Factory	32.30%	
HLB-LED2	LED Heated Headlamps	$115.00	Factory	32.30%	
MCE0051	Double Frame	$990.00	Factory	32.30%	
5482115	Bendix Fusion 2.0 Collision Warning System	$3,845.00	Factory	32.30%	
TELMA	Telma Brake	$18,700.00	Factory	32.30%	
AUTO-LUBE	Auto Lube System	$8,250.00	Factory	32.30%	
ASCT	Air Assist Cab Tilt	$193.00	Factory	32.30%	
PTO/WETLINE/HEADRACKS/ACCESSORIES					
FEPTO-PKG	Front Engine PTO Provision (FEPTO) - Front Frame Extension (FFE330), 1350 Series Flange (1830002)	$990.00	Factory	32.30%	
EX WRAP W/ TC	Exhaust Wrap w/ Turbo Cover	$4,620.00	Vendor		0.00%
BODIES					
MFG List	We furnish bodies from, Bridgeport, E-Z Pack, Galbreath, Heil, Loadmaster, McNeilus, New Way, Pac-Mac, Palfinger, Wayne, Labrie, Leach, Galfab, Wittke and others.	REQUEST	Vendor		0.00%
NEX 20 RDA	Rigid Lift Axle: Pusher/20,000lb rating air lift to include 11R22.5 tires with steel wheels	REQUEST	Vendor		0.00%
NEX 20 SDA	Steerable Lift Axle: Pusher/20,000 rating air lift to include 11R22.5 tires with steel wheels	REQUEST	Vendor		0.00%
NEX 60 174/RP 4500	60,000 Roll off hoist and Tarp	REQUEST	Vendor		0.00%
60K AFR	60,000 Above Frame Roll Off Hoist and Tarp	REQUEST	Vendor		0.00%
NEX 20 RRL	20 - 25 CU YD Refuse Rear Loader	REQUEST	Vendor		0.00%
NEX 25 RRL	25 - 30 CU YD Refuse Rear Loader	REQUEST	Vendor		0.00%
NEX 30 RRL	30 -35 CU YD Refuse Rear Loader	REQUEST	Vendor		0.00%
NEX 45 RFL	35 - 40 CU YD Refuse Front Loader	REQUEST	Vendor		0.00%
NEX 25 RASL	25 - 35 CU YD Refuse Automated Side Loader	REQUEST	Vendor		0.00%
NEX 35 RASL	35 -40 CU YD Refuse Automated Side Loader	REQUEST	Vendor		0.00%
EXTENDED WARRANTY					
CARBCERT	CARB Certification	$3,530.00	Factory		0.00%
Warranty	Extended Warranty Options	REQUEST	Factory		
TAG/TITLE					
TRANSFER	TRANSFER EXISTING REGISTRATION (MUST PROVIDE TAG NUMBER)	REQUEST	Vendor		0.00%
NEW	NEW STATE TAG (SPECIFY STATE, COUNTY, CITY, SHERIFF, ETC.)	REQUEST	Vendor		0.00%

File #: 2026-1316 Agenda Item #: 10g.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
Selection of applicants to fill vacancies on the Recreation Commission

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Recreation Commission advises the City Council on matters relating to parks and recreation. The Recreation Commission consists of seven members who the Council appoints for a term of three years. A majority of the members of the Recreation Commission shall be citizens of the city.

There are currently two vacancies on the Recreation Commission, pending the approval of the removal of board member Reinaldo Mercado on this agenda's Consent Agenda. Katherine MacKay, Lisa Sprung and Bob Witter have submitted their applications for consideration for appointment to the Commission. Council is requested to vote for two applicants to serve the remainder of two terms: a three-year term that began March 1, 2024, and will end March 1, 2027, and a three-year term that began March 1, 2025, and will end March 1, 2028.

Should the Consent Agenda item be denied, the term to be filled at this meeting will be March 1, 2025 to March 1, 2028.

ALTERNATIVE:
- Table
- Deny

Application Form

Profile

Prefix | Katherine (First Name) | MacKay (Last Name)

mackay.katherine@outlook.com
Email Address

1830 NE 90 Place
Home Address

Suite or Apt

Anthony
City

FL
State

32617
Postal Code

Business Name and Address

Administrator
Occupation

Mobile: (352) 843-0527
Primary Phone

Alternate Phone

Are you a resident of Marion County?

◉ Yes ○ No

If you are a resident, state length of time in years:

37

Do you own property within the City Limits?

○ Yes ◉ No

Do you reside within the City Limits?

○ Yes ◉ No

Do you own a business within the City Limits?

○ Yes ◉ No

Do you hold a public office?

○ Yes ◉ No

Are you a registered City voter?

○ Yes ◉ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

○ Yes ◉ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Recreation Commission: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I was previously employed with the City of Ocala in Recreation and Parks department for 15 years in various divisions and positions (golf, tennis, parks, special events, recreation and administration). I am still active the recreation industry as a COO of softball tournament company that operates in Florida, Georgia and Alabama.

Brief Resume of Education and Experience:

High School Diploma and Some College. 2007-2021 City of Ocala Recreation and Parks Department (various positions and title held). 2021- Current - Aldana Contracting (Administrator) 2021- Current - Southeastern Fastpitch (Chief of Operating Officer)

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

Prefix | Lisa (First Name) | Sprung (Last Name)

runlms@aol.com
Email Address

1330 SE 43rd Road
Home Address

Suite or Apt

Ocala
City

FL
State

34480
Postal Code

Business Name and Address

MCPS Forest HS

School Counselor
Occupation

Mobile: (352) 454-2790
Primary Phone

Alternate Phone

Are you a resident of Marion County?

(•) Yes ( ) No

If you are a resident, state length of time in years:

25 years

Do you own property within the City Limits?

(•) Yes ( ) No

Do you reside within the City Limits?

(•) Yes ( ) No

Do you own a business within the City Limits?

( ) Yes (•) No

Do you hold a public office?

( ) Yes (•) No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

○ Yes ◉ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Recreation Commission: For Review

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

Recreation activities are a priority in my life. I worked in the recreation field as a teenager and earned a Bachelors Degree in Recreation Resource Management. My first career was in community recreation where I coordinated programs in aquatics, fitness, senior citizens, and preschoolers.

Brief Resume of Education and Experience:

Bachelors Degree in Recreation Resource Management - University of Wisconsin 1985 College of Central Florida - Teacher Preparation Program - 2007 Angelo State University - Masters in Education - 2019

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

Application Form

Profile

Prefix | Bob (First Name) | Witter (Last Name)

bob.witter@icloud.com
Email Address

5050 SW 63rd Loop
Home Address

Suite or Apt

Ocala
City

FL
State

34474
Postal Code

Business Name and Address

5050 SW 63rd Loop

retired
Occupation

Home: (714) 767-1433
Primary Phone

Alternate Phone

Are you a resident of Marion County?

(•) Yes ( ) No

If you are a resident, state length of time in years:

5

Do you own property within the City Limits?

(•) Yes ( ) No

Do you reside within the City Limits?

(•) Yes ( ) No

Do you own a business within the City Limits?

( ) Yes (•) No

Do you hold a public office?

( ) Yes (•) No

Are you a registered City voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

At the present time, do you serve on a City Board, Commission, Authority, or Committee?

○ Yes ◉ No

Please Note: A board/commission member shall not serve on more than one City board/commission at a time, unless that board/commission is an interim Ad Hoc Committee.

Which Boards would you like to apply for?

Recreation Commission: Submitted

Please note this application is effective for one year from date of submission.

Until such time as you are selected for the board/commission of your choice, can we submit your application when vacancies occur without contacting you each time?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why do you think you are qualified to serve on this board/commission?

I am excited to support recreation/parks in Ocala, because this is vital to a happy and healthy city. I hope to apply my career experience in the entertainment industry to help contribute to and safeguard the amazing portfolio managed by our Ocala Recreation and Parks Department. I have loved this aspect of great communities all of my life, starting with my grandfather who served as City Parks and Recreation Director in Spokane, Washington

Brief Resume of Education and Experience:

I served as Director of Promotions and Marketing for Disneyland. Prior experience includes development, and planning for a World Exposition. As my resume will reflect, my career path has been extensive in the greater entertainment industry. I attended Eastern Washington University and have certifications and awards from my prior civic volunteer work

Bob_Witter_Executive_Resume.docx

Upload a Resume

By submitting this application, you hereby confirm that you have read and understand the application, that all information furnished by yourself is true and accurate and that, to the best of your knowledge, you meet the criteria for serving on the board(s)/commission(s) for which you are applying.

If you have any questions, please call the Office of the City Clerk at (352) 629-8266.

File #: 2026-1608 Agenda Item #: 17a.

Submitted By: Marie Brooks

Presentation By: Chad Lynch

Department: Electric Utility

STAFF REPORT:
Power Cost Adjustment Report - May 2026

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

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Power Cost Adjustment (PCA) rate is the mechanism by which positive and negative fluctuations in power costs are passed through to customers. Power costs and sales are reviewed monthly to project over- or under-collections for the year. While the PCA can be adjusted 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 June 11, 2026, staff participated in a rate call with the Florida Municipal Power Agency (FMPA). Based on the rates and sales projections at that time, an under-collection of $10,162,742 is projected for the end of Fiscal Year 2025-26.

The policy sets the rate stabilization reserve funding range at 15 to 25 percent of projected fuel costs. As of May 31, 2026, the reserve is funded at approximately 21 percent of the projected power cost and is in compliance with policy requirements.

City Council Report
Power Cost Adjustment Projection

May 2026

On June 11, 2026, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an under-collection of $10,162,742 is estimated for 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		$132,250,814
Projected Annual kWh Sales		1,425,429,911
PCA Rate for: 5/31/2026		$0.02815
Cumulative Over(Under) Collection:	5/31/2026	($13,304,779)
Projected Over(Under) Collection:	9/30/2026	($10,162,742)

File #: 2026-1656 Agenda Item #: 17b.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:
Fully Executed Contracts Under $50,000

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Contracts fully executed between June 2, 2026 and June 14, 2026.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
BUD/260739	Alfred Benesch & Company	Agreement to Provide Fire Assessment Roll Update Services	$21,955.00
CHS/250783	Bentley Pinder Construction	New Residentil Construction Agreement	Amend Compensation
CHS/250787A	2W Solutions	Housing Rehabilitation - HVAC Replacement	Amend Compensation
CIP/250996	Marion Rock, LLC	Parking Lot Improvement Program	Renewal
CIP/250657	Marion Rock, LLC	Agreement for Sidewalk Maintenance and Repair Services	Amend Pricing
CSO/220121	Fiserv Solutions, LLC	Agreement with Fiserv Solutions	Renewal
ELE/250274	Irby	Agreement for Transformer Supply and Delivery	Amend Compensation
ELE/260804	Katherine Pooser	Net-Metering Agreement	Solar
ELE/200419	Florida Department of Transportation	AM688 Highway Lighting Renewal Agreement	Renewal
ELE/260651	Balanced Mechanical Services, LLC	Construction Services Agreement	NTE $14,855
ENG/260657	Extreme Enterprises of Marion County	Construction Services Agreement	$42,253.42
GRM/260643	C.P. Danner Construction, Inc.	Agreement for Demolition and Removal	$6,850.00
OFR/260464	Florida State College of Jacksonville	2026 ARFF Refresher Training Agreement	Renewal
OPD/260524	FARO	FARO Focus Standard 2026 Renewal	$7,906.00
PWD/210562	Charles White Fence, Inc.	Agreement for Stormwater Fencing Installation and Repairs	Amend Pricing
REC/260801	Clear Channel Outdoor	Billboard Advertising Agreemet	$3,000
SUN/230762	Remix Technologies, LLC	Agreement for Reneal of Remix Services	$2,500

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CONTRACT # ELE/260804

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: Katherine S. Pooser

Mailing Address: 5587 NW 40th Place

City: Ocala State: FL Zip Code: 34482

Phone Number: 706-897-7489 Alternate Phone Number: 678-614-0453

Email Address: prestonpooser@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 563418-228241

2. RGS Facility Information

Facility Location: 5587 NW 40th Place Ocala, Fl. 34482

Ocala Electric Utility Customer Account Number: 563418-228241

RGS Manufacturer: Hanwha Q-Cells America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO-BLK-G6+ (12 Modules- 340W)

Serial Number: Enphase IQ7-60-2-US (12-Micro-inverters)

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 3.468kWac ("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: 5/17/2021

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)

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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: Katherine S. Pooser Date: 4/23/26
(Print Name)

Katherine S. Pooser
(Signature)

Docusign Envelope ID: 7B6C3636-5FE3-8302-810D-CA22F69E0973

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 23rd day of April, 20 26, 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 Katherine S. Pooser, 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)

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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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43850A4E1...

Title: CFO

Date: 6/5/2026

Florida Municipal Power Agency

DocuSigned by:
By: [signature]
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 6/7/2026

Customer

By: Katherine S. Pooser (Print Name) Date: 4/23/26.

Katherine S. Pooser (Signature)

Customer's City of Ocala Electric Utility Account Number: 563418-228241

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Docusign Envelope ID: 7B6C3636-5FE3-8302-810D-CA22F69E0973

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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 23rd day of April, 20 26, by and between Katherine S. Pooser, (hereinafter called "**Customer**"), located at 5587 NW 40th Place 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: 5587 NW 40th Place Ocala, Fl. 34482.

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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

(Continued from Sheet No. 21.0)

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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

(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)

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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)

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(Continued from Sheet No. 21.3)

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)

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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: 7B6C3636-5FE3-8302-810D-CA22F69E0973

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)

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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)

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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)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 6/5/2026

Customer:

By: Katherine S. Pooser
(Print Name)

Katherine S. Pooser
(Signature)

Date: 4/23/26

City of Ocala Electric Utility Account Number:

563418-228241

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: 7B6C3636-5FE3-8302-810D-CA22F69E0973

State Farm Florida Insurance Company
A Stock Company With Home Offices in Tallahassee, Florida

Po Box 2356
Bloomington IL 61702-2356

State Farm

AT1 H-19-7425-FB34 F H W
3201
POOSER, PRESTON & KATHERINE
3415 US HIGHWAY 41 N APT F101
BYRON GA 31008-3968

DECLARATIONS

AMENDED MAY 19 2025

AMOUNT DUE: **None**
Payment is due by TO BE PAID BY MORTGAGEE

Policy Number: 80-EB-Q746-9

Policy Period: 12 Months
Effective Dates: JUN 28 2025 to JUN 28 2026
The policy period begins and ends at 12:01 am standard time at the residence premises.

HOMEOWNERS POLICY

Location of Residence Premises
5587 NW 40TH PL
OCALA FL 34482-4915

Your State Farm Agent
C R MCCAFFERTY INS AGY INC
1874 W HILLSBORO BLVD STE C
DEERFIELD BCH FL 33442-1420

Phone: (954) 420-9060

Construction: Frame
Year Built: 2020

Roof Material: Other Roof
Roof Installation Year: 2020

Automatic Renewal
If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

3201 19
60 000614 H

IMPORTANT MESSAGES

Your policy is amended MAY 19 2025
INSURED NAME AND/OR ADDRESS CHANGE
Other items shown are effective
with the policy's 2025 renewal

PREMIUM

Endorsement Premium NONE
Your premium has already been adjusted by the following:
Home/Auto
Utility Rating Cr
Claim Record
Bldg Code Rating
Wind Mitigation
Loyal Customer

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StateFarm

NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
POOSER, PRESTON & KATHERINE	

Mortgagee
NATIONSTAR MORTGAGE LLC
ISAOA/ATIMA
PO BOX 7729
SPRINGFIELD OH 45501-7729

Loan Number:
0472612522

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	$ 331,700
Other Structures	$ 33,170
B Personal Property	$ 248,775
C Loss of Use	$ 99,510
Fungus (including Mold) Limited Coverage	$ 25,000
Additional Coverages	
Arson Reward	$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	$1,000
Debris Removal	Additional 5% available/$1,000 tree debris
Fire Department Service Charge	$500 per occurrence
Fuel Oil Release	$10,000
Locks and Remote Devices	$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	$ 300,000
Damage to the Property of Others	$ 1,000
M Medical Payments to Others (Each Person)	$ 1,000

INFLATION

Inflation Coverage Index: 372.8

DEDUCTIBLES

Section I Deductible	Deductible Amount
Other Losses 1 %	$ 3,317
Hurricane 2%	**$ 6,634**

LOSS SETTLEMENT PROVISIONS

A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

o1F1081A

MAY 27 2025

HO 2000

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PLAN KEY	
PV-1	COVER PAGE
PV-1.1	ATTACHMENT DETAIL
PV-2	ROOF LAYOUT
PV-3	ELECTRICAL
PV-3.1	ELECTRICAL CONT.
PV-3.2	EQUIPMENT LABELS



HANWHA Q.PEAK DUO BLK-G6+ 340
340 WATT MODULE
68.5" X 40.5" X 1.26"
(SEE DATASHEET)

BILL OF MATERIALS	
MODULES	12
INVERTERS	12
CLAMP ASSEMBLY	37
COUPLING ASSEMBLY	15
BONDING CLIP	5
SKIRTS	5
ENPHASE COMBINER BOX	1
EATON 60A FUSIBLE AC DISCONNECT	1
15A FUSES	2
15A BACKFEED BREAKER	1

SYSTEM INFORMATION	
MODULE	HANWHA Q.PEAK DUO BLK-G6+ 340
INVERTER	ENPHASE IQ7-60-2-US
RACKING	ECOFASTEN ROCK-IT
SYSTEM SIZE (DC)	4.08 KW
LOCATION	29.2293997,-82.2128412

GENERAL NOTES:

THIS PV SYSTEM HAS BEEN DESIGNED TO MEET THE MINIMUM DESIGN STANDARDS FOR BUILDING AND OTHER STRUCTURES OF THE ASCE 7-16, 7TH EDITION 2020 FLORIDA RESIDENTIAL CODE, 7TH EDITION 2020 FLORIDA BUILDING CODE, 7TH EDITION 2020 FLORIDA FIRE PREVENTION CODE, NEC 2017 AND ALL LOCAL CODES & ORDINANCES.

ROOF SHALL HAVE NO MORE THAN TWO LAYERS OF COVERING IN ADDITION TO THE SOLAR EQUIPMENT.

INSTALLATION OF SOLAR EQUIPMENT SHALL BE FLUSH MOUNTED, PARALLEL TO AND NO MORE THAN 6-INCHES ABOVE THE SURFACE OF THE ROOF.

ANY PLUMBING VENTS ARE NOT TO BE CUT OR COVERED FOR SOLAR EQUIPMENT INSTALLATION. ANY RELOCATION OR MODIFICATION OF THE VENT REQUIRES A PLUMBING PERMIT AND INSPECTION.

ALL DESIGN, CALCULATIONS ARE PERFORMED BY DANIEL DUNZIK REGISTERED ARCHITECT. FLORIDA STATE STATUTE 471.003(3) PROVIDES THAT LICENSED ARCHITECTS ARE EXEMPTED FROM THE PROVISIONS OF CHAPTER 471 ENGINEERING AND NOT PRECLUDED FROM PERFORMING ENGINEERING SERVICES FOR INTEGRATED SYSTEMS AND SERVICES THAT ARE INCIDENTAL TO BUILDINGS AND STRUCTURES.

INVERTER PLACEMENT:

SYSTEM UTILIZES "ENPHASE" MICRO-INVERTERS WITH RAPID SHUTDOWN CONTROL LOCATED ON THE BACK SIDE OF EACH MODULE.

STRUCTURAL STATEMENT:

THE EXISTING STRUCTURE IS ADEQUATE TO SUPPORT THE NEW LOADS IMPOSED BY THE PHOTOVOLTAIC MODULE SYSTEM INCLUDING UPLIFT & SHEAR.EXISTING RAFTER SIZES & DIMENSIONS CONFORM TO 7TH EDITION 2020 FLORIDA RESIDENTIAL CODE

MOUNTING BRACKETS AND HARDWARE MEET OR EXCEED FLORIDA CODE REQUIREMENTS FOR THE DESIGN CRITERIA OF THE TOWN.

FSEC CERTIFICATION STATEMENT:

PER FL. STATUE 377.705 , I, MINA A. MAKAR PE# 86753, CERTIFICATE OF AUTHORIZATION #33404, 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 2020

CLIMATIC & GEOGRAPHIC DESIGN CRITERIA TABLE R301.2(1)	
SPEED (MPH)	130
TOPOGRAPHIC EFFECTS	B
SPECIAL WIND REGION	NO
WIND BORNE DEBRIS ZONE	2
SEISMIC DESIGN CATEGORY	C
CLIMATE ZONE	2A
WIND EXPOSURE CATETORY	C

FBC, RESIDENTIAL 2020

TABLE R301.2.1.3

WIND SPEED CONVERSIONS[a]

V_{ult}	110	115	120	130	140	150	160	170	180	190	200
V_{asd}	85	89	93	101	108	116	124	132	139	147	155

For SI: 1 mile per hour = 0.447 m/s.

a. Linear interpolation is permitted.

momentum SOLAR

PRO CUSTOM SOLAR LLC D.B.A. MOMENTUM SOLAR
325 HIGH STREET, METUCHEN, NJ 08840
(732) 902-6224
MOMENTUMSOLAR.COM

PROFESSIONAL ENGINEERING

SOLAR CONTRACTOR

CAMERON CHRISTENSEN
CERTIFIED SOLAR CONTRACTOR LICENSE NUMBER CVC57036
MOMENTUM SOLAR
5728 MAJOR BLVD SUITE 307, ORLANDO FL 32819

CUSTOMER INFORMATION

JAMES BRAISTED - MS72002
5587 NW 40TH PL
OCALA, FL 34482
6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
12 MODULES: HANWHA Q.PEAK DUO BLK-G6+ 340
12 INVERTERS: ENPHASE IQ7-60-2-US

PROJECT INFORMATION		
INITIAL	DATE: 3/8/2021	DESIGNER: IO
REV.	DATE:	DESIGNER:
REV.	DATE:	DESIGNER:

COVER PAGE

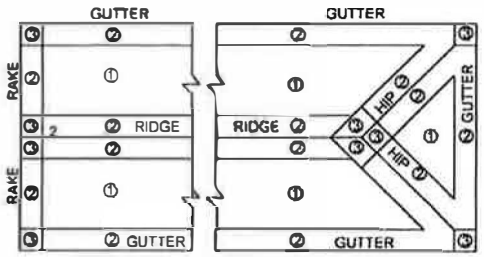
PV-1

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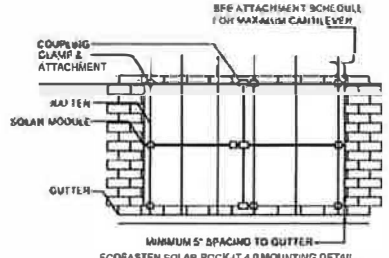
Docusign Envelope ID: 7B6C3636-5FE3-8302-810D-CA22F69E0973

1. ALL WIND DESIGN CRITERIA ARE FOR LOW SLOPE ROOFS, GABLE AND HIP ROOFS CONSIDERED FROM AN ANGLE OF MIN. 9.5 ° (2/12) TO MAX. 45° (12/12) NOT TO EXCEED 30' MEAN ROOF HEIGHT ATTACHED WITH FASTENERS AS SPECIFIED BY THE MANUFACTURER.
2. SPAN TABLES ARE DERIVED FROM MECHANICAL LOAD TESTS PERFORMED BY THE MANUFACTURERS INDEPENDENT TESTING AGENCIES ON BEHALF OF THE MANUFACTURER.
3. ROOF SEALANTS SHALL CONFORM TO ASTMC920 AND ASTM 6511
4. ALL ATTACHMENTS SHALL BE INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED INSTRUCTIONS.

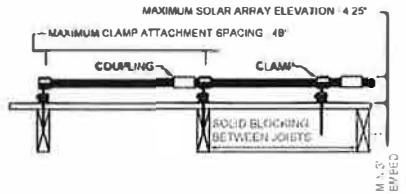
ATTACHMENT SPACING EXCEED MANUFACTURERS SPECIFICATIONS FOR WIND LOADS AS PER ASCE 07-16. RISK CATEGORY II TOPOGRAPHIC EFFECTS B,C, & D AND ROOF WIND ZONES 1,2,& 3. ROOF ZONES 2 & 3 ARE WITHIN 48" OF ANY OUTER EDGE, HIP, RIDGE, OR GUTTER LINE FOR STRUCTURES 30'- 0" OR LESS MEAN ROOF HEIGHT

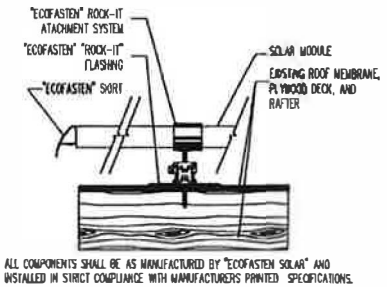


ROOF WIND ZONES AS PER IRC R301.2(7)
ROOF ZONES 2 & 3 ARE 48" FROM OUTER ROOF EDGES, RIDGES, HIPS, RAKES, AND GUTTER EDGES FOR STRUCTURES BELOW 30'-0" MEAN ROOF HT.



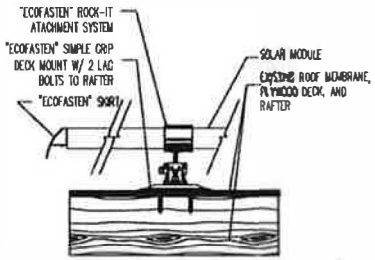
ECOFASTEN SOLAR ROCK-IT 4.0 MOUNTING DETAIL
ECOFASTEN SOLAR ROCK-IT 4.0 RAIL-LESS MOUNTING SYSTEM INTEGRATED WITH FLASHING, COUPLINGS AND ADJUSTABLE CLAMP ATTACHMENTS





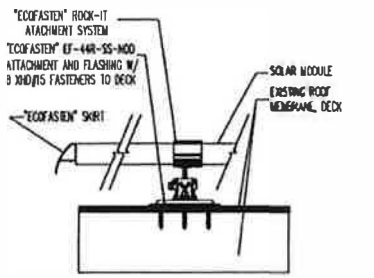
ALL COMPONENTS SHALL BE AS MANUFACTURED BY "ECOFASTEN SOLAR" AND INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED SPECIFICATIONS.

ATTACHMENT DETAIL FOR SLOPED COMP. SHINGLE ROOF



ALL COMPONENTS SHALL BE AS MANUFACTURED BY "ECOFASTEN SOLAR" AND INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED SPECIFICATIONS.

ATTACHMENT DETAIL FOR LOW-SLOPED ROOF



ALL COMPONENTS SHALL BE AS MANUFACTURED BY "ECOFASTEN SOLAR" AND INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED SPECIFICATIONS.

ATTACHMENT DETAIL FOR ROOFS AREA WHERE RAFTERS NOT AVAILABLE

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PROFESSIONAL ENGINEERING

SOLAR CONTRACTOR

CAMERON CHRISTENSEN
CERTIFIED SOLAR CONTRACTOR LICENSE NUMBER: CVC57036
MOMENTUM SOLAR
5728 MAJOR BLVD SUITE 307, ORLANDO FL 32819

CUSTOMER INFORMATION

JAMES BRAISTED - MS72002
5587 NW 40TH PL
OCALA, FL 34482
6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
12 MODULES: HANWHA Q.PEAK DUO BLK-G6+ 340
12 INVERTERS: ENPHASE IQ7-60-2-US

PROJECT INFORMATION

INITIAL	DATE: 3/8/2021	DESIGNER: TO
REV:	DATE:	DESIGNER:
REV:	DATE:	DESIGNER:

ATTACHMENT DETAIL

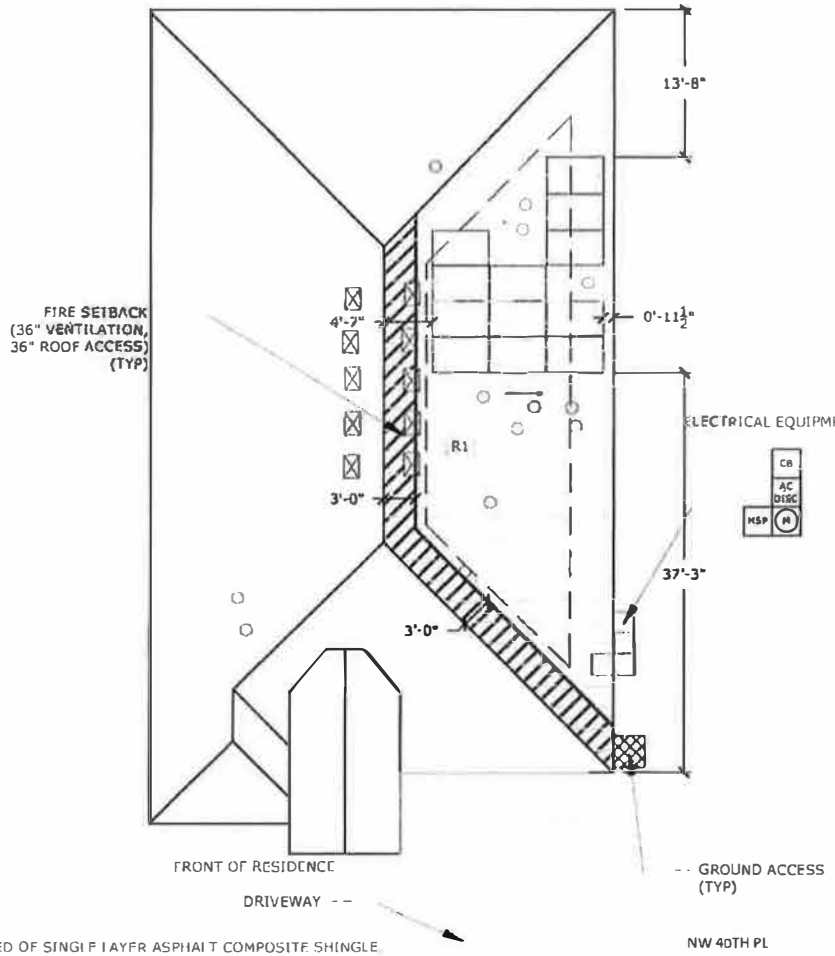
PV-1.1

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SCALE: 3/32" = 1'-0"

ROOF	PANEL COUNT	TILT	AZIMUTH	SHADING	LANDSCAPE MAX SPAN (ROOF AREA 1/2/3)	PORTRAIT MAX SPAN (ROOF AREA 1/2/3)	LANDSCAPE MAX CANTILEVER	PORTRAIT MAX CANTILEVER
R1	12	24°	96°	99%	72 /48 /48	72 /48 /48	24 /16 /16	24 /16 /16



TOTAL SQUARE FOOTAGE OF ROOF: 3323.8798828125 SQFT

SQUARE FOOTAGE OF SOLAR ARRAY:144 SQFT

PERCENTAGE OF SOLAR ROOF COVERAGE: 6.96%

18" RIDGE SETBACK SHALL BE REQUIRED

NOTE:
1. ROOF COVERING MATERIAL IS COMPOSED OF SINGLE LAYER ASPHALT COMPOSITE SHINGLE

SYMBOL LEGEND

MSP	MAIN SERVICE PANEL		CHIMNEY
SP	SUB PANEL		SKYLIGHT
M	UTILITY METER		VENT
AC DISC	AC DISCONNECT		PIPE VENT
UDC	UTILITY DISCONNECT		FAN
LC	LOAD CENTER		SATELLITE DISH
NJR	NEMA 3R BOX W/ ENVOY-S		FIRE SETBACKS
CB	COMBINER BOX		MIN 3'x3' GROUND ACCESS POINT
O	MODULE		PITCH DIRECTION
			WIND PRESSURE ZONE LINES REFER TO PV-2.2 FOR ADDITIONAL INFO

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CUSTOMER INFORMATION

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6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
12 MODULES: HANWHA Q.PEAK DUO BLK-G6+ 340
12 INVERTERS: ENPHASE IQ7-60-2-US

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ROOF LAYOUT

PV-2

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PV MODULE RATINGS	
MODULE MAKE	HANWHA
MODEL	Q.PEAK DUO BLK-G6+ 340
MAX POWER	340W
OPEN CIRCUIT VOLTAGE	40.66V
MPP VOLTAGE	33.94V
SHORT CIRCUIT CURRENT	10.52A
MPP CURRENT	10.02A
NUMBER OF MODULES	12
UL1703 COMPLIANT	YES

INVERTER RATINGS	
INVERTER MAKE	ENPHASE
MODEL	IQ7-60-2-US
MAX OUTPUT POWER	240W
OPEN DC VOLTAGE	48V
NOMINAL AC VOLTAGE	240V
MAX AC CURRENT	1A
CEC INVERTER EFFICIENCY	97%
NUMBER OF INVERTERS	12
UL1703 COMPLIANT	YES

VOLTAGE DROP CALCULATIONS

FORMULA USED PER NEC HANDBOOK 215.2(A)(4) WHERE APPLICABLE

WIRE RUN	V_{mp}	I_{mp}	R	L (FT)	V_o	% V_o	WIRE SIZE
BRANCH TO J-BOX	240.00	12	1.98	79.00	3.754	1.56%	12 AWG
J-BOX TO LOAD CENTER	240.00	12	1.24	50.00	1.488	0.62%	10 AWG
LOAD CENTER TO AC DISCONNECT	240.00	15	1.24	3.00	0.112	0.05%	10 AWG
AC DISCONNECT TO INTERCONNECTION	240.00	15	0.491	10.00	0.147	0.06%	06 AWG

SUB PANEL BREAKER SIZE	# OF MODULES	PV BREAKER PER BRANCH
	UP TO 16	20A

THIS SOLAR PHOTOVOLTAIC SYSTEM COMPLIES WITH THE 2020 FLORIDA BUILDING CODE AND THE 2017 NATIONAL ELECTRICAL CODE

NEC 705.12(B)(2)(3)(b) 120% RULE

(1.25 x INVERTER OUTPUT) + MAIN OCPD ≤ BUS RATING x 1.20

(1.25 x 12) + 200 ≤ 225 x 1.20

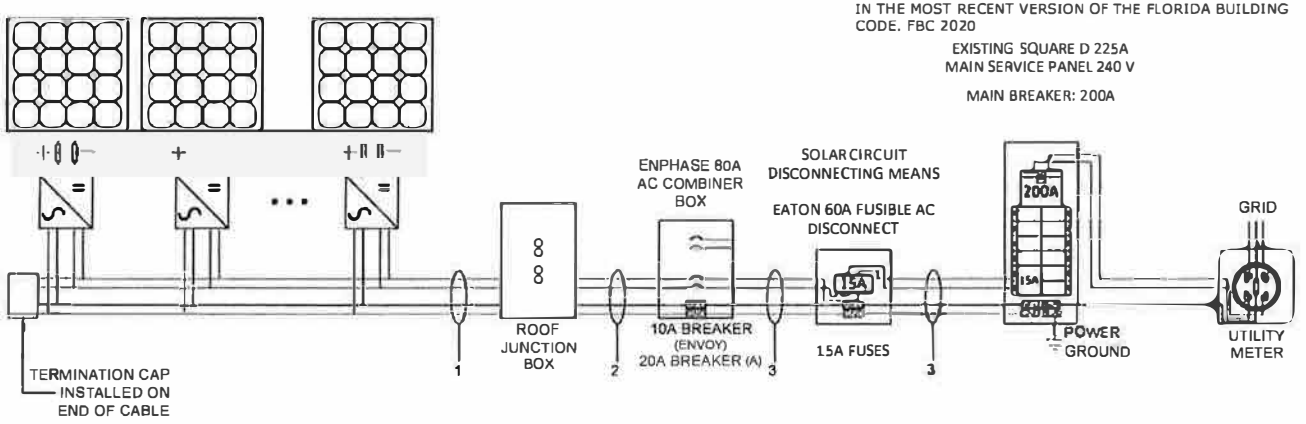
FSEC CERTIFICATION STATEMENT:

PER FL. STATUE 377.705 , I, MINA A. MAKAR PE# 86753, CERTIFICATE OF AUTHORIZATION #33404, 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 2020

12 HANWHA Q.PEAK DUO BLK-G6+ 340 340W MODULES PAIRED WITH

12 ENPHASE IQ7-60-2-US MICRO-INVERTERS

BRANCH CIRCUIT A
12 MICRO-INVERTERS



EXISTING SQUARE D 225A
MAIN SERVICE PANEL 240 V

MAIN BREAKER: 200A

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
1	OPEN AIR	1	12 AWG	Trunk Cable	90°C	30	0.96	1	28.80	12	1	1.25	15.00	12 AWG	Trunk Cable
2	1" PVC	2	10 AWG	THWN-2	75°C	35	0.96	1	33.60	12	1	1.25	15.00	08 AWG	THWN-2
3	1" PVC	3 + G	10 AWG	THWN-2	75°C	35	0.96	1	33.60	12	1	1.25	15.00	08 AWG	THWN-2

NOTE: LETTER "G" IN WIRE QTY TAB STANDS FOR GROUNDING CONDUCTOR.

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CUSTOMER INFORMATION

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PROJECT INFORMATION		
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REV :	DATE:	DESIGNER
RFV:	DATE:	DESIGNER:

THREE LINE DIAGRAM

PV-3

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ELECTRICAL NOTES:

1. ALL CALCULATIONS FOR VOC, VMAX, IMP AND ISC HAVE BEEN CALCULATED USING THE MANUFACTURED STRING CALCULATOR BASED ON ASHRAE 2% HIGH AND EXTREME MINIMUM TEMPERATURE COEFFICIENTS.
2. THE ENTIRE ARRAY IS BONDED ACCORDING TO (NEC 690.46 - 250.120 PARAGRAPH C). THE GROUND IS CARRIED AWAY FROM THE GROUNDING LUG USING #6 BARE COPPER WIRE OR #6 THWN-2 COPPER WIRE.
3. THIS SYSTEM COMPLIES WITH NEC 2017
4. BRANCH CIRCUIT CALCULATION FOR WIRE TAG 1 DISPLAYS THE LARGEST BRANCH CIRCUIT IN SYSTEM. OTHER BRANCH CIRCUITS SHALL HAVE LOWER DESIGN CURRENT THAN THE ONE SHOWN. IN ADDITION, VOLTAGE DROP CALCULATIONS FROM PANELS TO THE COMBINER BOX SHALL BE SHOWN IN A SIMILAR FASHION
5. ALL CONDUCTORS ARE SIZED BASED ON NEC 2017 ARTICLE 310
6. ALL EQUIPMENT INSTALLED IS RATED AT 75°C
7. INVERTER NOC (NOMINAL OPEN CURRENT) OBTAINED FROM EQUIPMENT DATASHEET
8. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL LOCAL AND NATIONAL CODE REQUIREMENTS
9. EACH MODULE MUST BE GROUNDED ACCORDING TO USER INSTRUCTIONS
10. ALL EQUIPMENT SHALL BE LISTED PER NEC 690.4(B)
11. PER NEC 690.13, 690.15, PROVIDE A WARNING SIGN AT ALL LOCATIONS WHERE TERMINALS OF THE DISCONNECTING MEANS MAY BE ENERGIZED IN THE OPEN POSITION> SIGN SHALL READ "WARNING - ELECTRIC SHOCK HAZARD - DO NOT TOUCH TERMINALS - OR EQUIVALENT
12. PER NEC 705.10, PROVIDE A PERMANENT PLAQUE OR DIRECTORY SHOWING ALL ELECTRIC POWER SOURCES ON THE PREMISES AT SERVICE ENTRANCE
13. INTERCONNECTION METHOD SHALL COMPLY WITH NEC 705.12
14. AND OPTION FOR A SINGLE CIRCUIT BRANCH TO BE SPLIT INTO TWO SUB-CIRCUIT BRANCHES IS ACCEPTABLE,
15. ALL CONDUCTORS MUST BE COPPER.
16. NEUTRAL AND EQUIPMENT GROUNDING CONDUCTOR BONDED AS PER NEC 250.24(C)
17. EQUIPMENT GROUNDING CONDUCTOR IS CONNECTED TO A GROUNDING ELECTRODE SYSTEM PER 250.54(D)
18. FUSES FOR PV DISCONNECT HAVE AIC RATINGS OF 200KA AC AND 20KA DC.
19. SUPPLY SIDE CONNECTION SHALL BE MADE USING ILSCO INSULATION PIERCING CONNECTORS (IPC). MAKE, MODEL, AND RATING OF INTERCONNECTION CAN BE SEEN ON TABLE 1 BELOW.
20. METHOD OF INTERCONNECTION CAN BE SEEN IN FIGURE 1
21. UTILITY HAS 24-HR UNRESTRICTED ACCESS TO ALL PHOTOVOLTAIC SYSTEM COMPONENTS LOCATED AT THE SERVICE ENTRANCE
22. WORKING CLEARANCES AROUND THE EXISTING AND NEW ELECTRICAL EQUIPMENT WILL BE MAINTAINED IN ACCORDANCE WITH NEC ARTICLE 110.26
23. CONDUCTORS EXPOSED TO SUNLIGHT SHALL BE LISTED AS SUNLIGHT RESISTANT PER NEC ARTICLE 300.6 (C)(1) AND ARTICLE 310.8 (D)
24. CONDUCTORS EXPOSED TO WET LOCATIONS SHALL BE SUITABLE FOR USE IN WET LOCATIONS PER NEC ARTICLE 310.10 (C)
25. TOTAL AREA OF ALL CONDUCTORS, SPLICES, AND TAPS INSTALLED AT ANY CROSS SECTION OF THE WIRING DOES NOT EXCEED 75% OF THE CROSS SECTIONAL AREA OF THE SPACE. NEC 312.8(A)(2)
26. SYSTEM IS CONSIDERED AN AC MODULE SYSTEM. NO DC CONDUCTORS ARE PRESENT IN CONDUIT, COMBINER, JUNCTION BOX, DISCONNECT. AND COMPLIES WITH 690.6 - NO DC DISCONNECT AND ASSOCIATED DC LABELING ARE REQUIRED.
27. SYSTEM COMPLIES WITH 690.12 RAPID SHUTDOWN ANO ASSOCIATED LABELING AS PER 690.56(C). AC VOLTAGE AND SYSTEM OPERATING CURRENT SHALL BE PROVIDED 690.52.
28. CONDUCTORS IN CONDUIT ARE AC CONDUCTORS BRANCH CIRCUITS AND NOT PV SOURCE CIRCUITS. 690.6
29. ALL GROUNDING SHALL COMPLY WITH 690.47(A) IN THAT THE AC MODULES WILL COMPLY WITH 250.64.
30. NO TERMINALS SHALL BE ENERGIZED IN THE OPEN POSITION IN THIS AC MODULE SYSTEM 690.13, 690.15, 690.6.
31. WHERE APPLICABLE: INTERCONNECTION SHALL COMPLY WITH 705.12(A) OR 705.12(B)
32. ALL WARNING SIGN(S) OR LABEL(S) SHALL COMPLY WITH 2017 NEC ARTICLE 110.21(B). LABEL WARNINGS SHALL ADEQUATELY WARN OF THE HAZARD. LABELS SHALL BE PERMANENTLY AFFIXED TO THE EQUIPMENT, AND LABELS REQUIRED SHALL BE SUITABLE FOR THE ENVIRONMENT.
33. PV POWER CIRCUIT LABELS SHALL APPEAR ON EVERY SECTION OF THE WIRING SYSTEM THAT IS SEPARATED BY ENCLOSURES, WALLS, PARTITIONS, CEILINGS, OR FLOORS.

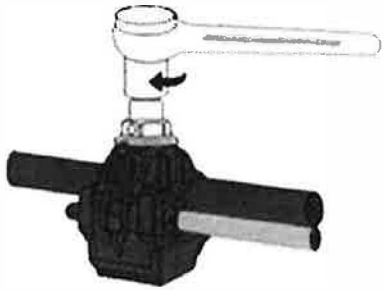
TABLE 1:

MAKE	MODEL	VOLTAGE RATING	CONDUCTOR RANGE MAIN	CONDUCTOR RANGE TAP
ILSCO	IPC 4006	600 V	4/0-4 AWG	6-14 AWG
ILSCO	IPC 4020	600 V	4/0-2 AWG	2/0-6 AWG

INSTRUCTIONS FOR LINE TAPS

FIGURE 1:

1. ADJUST THE CONNECTOR NUT TO SUITABLE LOCATION
2. PUT THE BRANCH WIRE INTO THE CAP SHEATH FULLY
3. INSERT THE MAIN WIRE, IF THERE ARE TWO LAYS OF INSULATED LAY IN THE MAIN CABLE, SHOULD STRIP A CERTAIN LENGTH OF THE FIRST INSULATED LAY FROM INSERTED END
4. TURN THE NUT BY HAND, AND FIX THE CONNECTOR IN SUITABLE LOCATION
5. SCREW THE NUT WITH THE SLEEVE SPANNER.
6. SCREW THE NUT CONTINUALLY UNTIL THE TOP PART IS CRACKED AND DROPPED DOWN



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CUSTOMER INFORMATION

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5587 NW 40TH PL
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REV:	DATE:	DESIGNER:
REV:	DATE:	DESIGNER:

ELECTRICAL CONT.

PV-3.1

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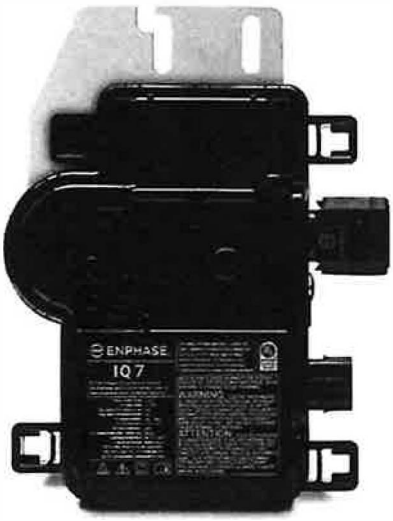
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Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready **Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™** dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL listed

Smart Grid Ready

- Complies with advanced grid support, voltage and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA)

* The IQ 7+ Micro is required to support 72-cell modules

UL CERTIFIED

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ENPHASE

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Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US / IQ7-60-B-US	IQ7PLUS-72-2-US / IQ7PLUS-72-B-US
Commonly used module pairings[1]	235 W - 350 W +	235 W - 440 W +
Module compatibility	60-cell PV modules only	60-cell and 72-cell PV modules
Maximum input DC voltage	48 V	60 V
Peak power tracking voltage	27 V - 37 V	27 V - 45 V
Operating range	16 V - 48 V	16 V - 60 V
Min/Max start voltage	22 V / 48 V	22 V / 60 V
Max DC short circuit current (module Isc)	15 A	15 A
Overvoltage class DC port	II	II
DC port backfeed current	0 A	0 A
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)	IQ 7 Microinverter		IQ 7+ Microinverter	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range[2]	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A (240 V)	1.15 A (208 V)	1.21 A (240 V)	1.39 A (208 V)
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit[3]	16 (240 VAC)	13 (208 VAC)	13 (240 VAC)	11 (208 VAC)
Overvoltage class AC port	III		III	
AC port backfeed current	0 A		0 A	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.7 leading ... 0.7 lagging		0.7 leading ... 0.7 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak CEC efficiency	97.6 %	97.6 %	97.5 %	97.3 %
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	97.0 %

MECHANICAL DATA	
Ambient temperature range	-40°C to +65°C
Relative humidity range	4% to 100% (condensing)
Connector type (IQ7-60-2-US & IQ7PLUS-72-2-US)	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)
Connector type (IQ7-60-B-US & IQ7PLUS-72-B-US)	Friends PV2 (MC4 intermateable). Adaptors for modules with MC4 or UTX connectors: - PV2 to MC4: order ECA-S20-S22 - PV2 to UTX: order ECA-S20-S25
Dimensions (WxHxD)	212 mm x 175 mm x 30.2 mm (without bracket)
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

FEATURES	
Communication	Power Line Communication (PLC)
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, 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 Shut Down Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.

1. No enforced DC/AC ratio. See the compatibility calculator at https://enphase.com/en-us/support/module-compatibility
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.

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

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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: 38.77.131.2	Sent: 6/5/2026 9:25:59 AM Viewed: 6/7/2026 11:49:50 AM Signed: 6/7/2026 11:50:01 AM
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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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: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

5/18/2026

City of Ocala
1805 NE 30th Ave Building 400
Ocala, FL 34470

RE: Financial Project ID: 413615-3-78-04
Contract Number: AM688
FEID No.: VF-596000392-002
FY Work Order: Fiscal Year 2026/2027

City of Ocala:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 2026/2027 paid under this Work Order is **$462,138.20**. The compensation period for this work order will begin on July 1, 2026, and will expire June 30, 2027. Invoices for this period can be submitted to this office after May 19, 2027, and will be processed in accordance with the Compensation and Payment terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

Please execute and return using the contact information below. To guarantee availability of funds, these documents must be returned to this office no later than June 1, 2026.

- **Sign this work order confirming receipt and agreement of the compensation terms listed above and return.**
- **Sign Exhibit A for FY 26/27 and return.**

If you have any questions, please contact:

Nicole Aiton at 352-620-3012, nicole.aiton@dot.state.fl.us
Ocala Operations
627 NW 30th Ave, Ocala, FL 34475

Attachment: Exhibit A

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

Attachment: Exhibit A

FLORIDA DEPARTMENT

OF TRANSPORTATION

DocuSigned by:
Michael McCammon
6E4F96D67438487...
Operations Engineer

Michael McCammon
Print Name

Date: 06/09/2026 | 11:39 AM EDT

MAINTAINING AGENCY

Concurrence By: DocuSigned by: Janice Mitchell 55198B43858A4E1...

Print Name: Janice Mitchell

Title: CFO

Phone: 352-629-8861

Date: 6/9/2026

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

EXHIBIT A (Modified for Renewals)
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 26/27

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. *See attached verification document*
2.
3.

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $347.89 in fiscal year 25/26 shall increase to $358.33 in fiscal year 26/27.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 90%. Example: 100 (lights) x $358.33 (unit rate) x 0.90 (90% requirement) = $32,249.70

Type of Light	# of lights	LED or HPS	Unit rate	90%	Total
EXAMPLE	***100***	***LED***	***$358.33***	***.90***	***$32,249.70***
High Mast		HPS		0.00	0.00
Standard		HPS		0.00	0.00
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	1433	LED	358.33	0.90	$462,138.20
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00

Maintaining Agency: (Signature) Signed by: Janice Mitchell 55108B43868A4E1... FDOT: (Signature) DocuSigned by: Michael McCammon 6E4F96D67430487...

Date: 6/9/2026 Date: 06/09/2026 | 11:39 AM EDT

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton., Esq
City Attorney

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STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

AM 688 City of Ocala agrees that
(Contract Number and Local Maintaining Agency)

1433 luminaires, in the locations listed on the attached page(s), have been
(Total Number of Luminaires)

identified for payment through the State Highway Lighting, Maintenance, and Compensation Agreement for FY 2027 (July 1, 2026 to June 30, 2027)

This agreement was reached via:

- [x] Phone
- [ ] Email
- [ ] Meeting
- [ ] Letter (see attached)

FDOT REPRESENTATIVE CONTACT INFORMATION

Nicole Aiton	Operations Program Engineer
(Name)	(Title)
(352) 620-3012	4/8/2026
(Phone Number)	(Date)

LOCAL AGENCY CONTACT INFORMATION

Cody McCormack		Utilities GIS Coordinator
(Name)		(Title)
(352) 351-6620	CmcCormack@ocalafl.org	4/8/2026
(Phone Number)		(Date)

State Road	SR 464
Section Number	360040000
Limits	SW 19th Ave to SE 36th Ave
From MP	0.211
To MP	4.824
Total Quantity	**147 (see attached list of lights, includes lights added with 441141-1)**

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STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

State Road	SR 492
Section Number	360080000
Limits	301/441 North – SR 40 East
From MP	0.000
To MP	3.667
Total Quantity	**170**

State Road	SR 25
Section Number	36010000
Limits	SE 52 St – SR 200
From MP	21.19
To MP	24.959
Total Quantity	**102**

State Road	SR 500
Section Number	36070000
Limits	301/441 North – West City Limits
From MP	17.818
To MP	20.700
Total Quantity	**147**

State Road	SR 40 East
Section Number	36080000
Limits	27/301/441 – East City Limits
From MP	0.000
To MP	6.192
Total Quantity	**339**

State Road	SR 200
Section Number	36100000
Limits	27/301/441 South
From MP	14.557
To MP	18.384
Total Quantity	**124+36 =160 (36 added by project 439234-1)**

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STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

State Road	SR 40 West
Section Number	36110000
Limits	SW 49th Ave – NW 9 Ave
From MP	22.938
To MP	26.351
Total Quantity	**142+7=149 (7 lights added to SR 40 at SW 46th Ave permit 2023-A-595-00032)**

State Road	SR40W Overpass
Section Number	36110500
Limits	NW 9 Ave – 27/301/441 North
From MP	0.000
To MP	0.358
Total Quantity	**10**

State Road	SR 25 (US 441)(Pine Ave)
Section Number	36030000
Limits	SR200 – 505’ North of NW 28 Street
From MP	0.000
To MP	2.606
Total Quantity	**157**

State Road	SR 25
Section Number	36001000
Limits	505’ North of NW 28 St. – North City Limits (NW 35 St.)
From MP	0.000
To MP	0.476
Total Quantity	**52**

State Road	
Section Number	
Limits	
From MP	
To MP	
Total Quantity	

State Road	
Section Number	
Limits	
From MP	
To MP	
Total Quantity	

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

Lighting ID	Light Bulb Type	Light Bulb/Luminaire Count	Maintaining Agency ID	Mile Post	Record Status	Roadway ID	State Road	Symbol Type	x	y
189018	High Pressure Sodi	1			Current	36040000	464		-82.112	29.171
188919	High Pressure Sodi	1			Current	36004000	464		-82.08	29.154
189024	Light Emitting Diod	1			Current	36040000	464		-82.095	29.163
62518	Light Emitting Diod	1	AM688	1.886	Current	36004000	464		-82.129	29.172
62458	Light Emitting Diod	1	AM688	1.858	Current	36004000	464		-82.13	29.172
62224	Light Emitting Diod	1	AM688	1.842	Current	36004000	464		-82.13	29.172
62336	Light Emitting Diod	1	AM688	1.803	Current	36004000	464		-82.131	29.172
62161	Light Emitting Diod	1	AM688	1.785	Current	36004000	464		-82.131	29.172
62335	Light Emitting Diod	1	AM688	1.758	Current	36004000	464		-82.131	29.172
62275	Light Emitting Diod	1	AM688	1.213	Current	36004000	464		-82.132	29.172
62274	Light Emitting Diod	1	AM688	1.692	Current	36004000	464		-82.132	29.172
62456	Light Emitting Diod	1	AM688	1.662	Current	36004000	464		-82.133	29.172
62332	Light Emitting Diod	1	AM688	1.637	Current	36004000	464		-82.133	29.172
62273	Light Emitting Diod	1	AM688	1.593	Current	36004000	464		-82.134	29.172
62222	Light Emitting Diod	1	AM688	1.546	Current	36004000	464		-82.135	29.172
62469	High Pressure Sodi	1	AM688	1.508	Current	36004000	464		-82.136	29.172
61872	Light Emitting Diod	1	AM688	1.469	Current	36004000	464		-82.136	29.172
62331	Light Emitting Diod	1	AM688	1.428	Current	36004000	464		-82.137	29.172
62160	Light Emitting Diod	1	AM688	1.398	Current	36004000	464		-82.137	29.172
62162	Light Emitting Diod	1	AM688	1.381	Current	36040000	464		-82.138	29.171
62460	Light Emitting Diod	1	AM688	1.451	Current	36040000	464		-82.136	29.172
62461	Light Emitting Diod	1	AM688	1.414	Current	36040000	464		-82.137	29.171
62519	Light Emitting Diod	1	AM688	1.482	Current	36040000	464		-82.136	29.172
62387	Light Emitting Diod	1	AM688	1.528	Current	36040000	464		-82.135	29.172
189042	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189039	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189030	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189025	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189026	Light Emitting Diod	1			Current	36040000	464		-82.087	29.158
189027	Light Emitting Diod	1			Current	36040000	464		-82.095	29.163
189023	Light Emitting Diod	1			Current	36040000	464		-82.095	29.164
189007	Light Emitting Diod	1			Current	36040000	464		-82.095	29.164
189017	Light Emitting Diod	1			Current	36040000	464		-82.103	29.171
189011	Light Emitting Diod	1			Current	36040000	464		-82.103	29.171
189009	Light Emitting Diod	1			Current	36040000	464		-82.103	29.171
189005	Light Emitting Diod	1			Current	36040000	464		-82.104	29.171
189019	Light Emitting Diod	1			Current	36040000	464		-82.108	29.171
189010	Light Emitting Diod	1			Current	36040000	464		-82.108	29.171
189021	Light Emitting Diod	1			Current	36040000	464		-82.109	29.171
189020	Light Emitting Diod	1			Current	36040000	464		-82.109	29.171
189013	Light Emitting Diod	1			Current	36040000	464		-82.114	29.171
189008	Light Emitting Diod	1			Current	36040000	464		-82.114	29.171
189016	Light Emitting Diod	1			Current	36040000	464		-82.125	29.171
189014	Light Emitting Diod	1			Current	36040000	464		-82.125	29.171
189004	Light Emitting Diod	1			Current	36040000	464		-82.126	29.171
189022	Light Emitting Diod	1			Current	36040000	464		-82.129	29.171
189015	Light Emitting Diod	1			Current	36040000	464		-82.129	29.172
189006	Light Emitting Diod	1			Current	36040000	464		-82.138	29.171
62182	Light Emitting Diod	1	AM688	4.812	Current	36004000	464		-82.087	29.158
188928	Light Emitting Diod	1			Current	36004000	464		-82.086	29.158
188929	Light Emitting Diod	1			Current	36004000	464		-82.087	29.158

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188920	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188922	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188930	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188921	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188939	Light Emitting Diode	1			Current	36004000	464	-82.094	29.164
188927	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188924	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188932	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188925	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188935	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188931	Light Emitting Diode	1			Current	36004000	464	-82.103	29.171
188916	Light Emitting Diode	1			Current	36004000	464	-82.103	29.171
188914	Light Emitting Diode	1			Current	36004000	464	-82.104	29.171
188915	Light Emitting Diode	1			Current	36004000	464	-82.108	29.172
188913	Light Emitting Diode	1			Current	36004000	464	-82.109	29.172
62246	High Pressure Sodiu	1	AM688	4.823	Current	36004000	464	-82.087	29.158
61895	High Pressure Sodiu	1	AM688	4.722	Current	36004000	464	Outage -82.088	29.159
61718	High Pressure Sodiu	1	AM688	4.682	Current	36004000	464	-82.089	29.159
61469	High Pressure Sodiu	1	AM688	4.427	Current	36004000	464	-82.092	29.161
61293	High Pressure Sodiu	1	AM688	4.386	Current	36004000	464	-82.093	29.162
62218	High Pressure Sodiu	1	AM688	4.156	Current	36004000	464	-82.095	29.164
62245	High Pressure Sodiu	1	AM688	3.754	Current	36004000	464	-82.099	29.169
61894	High Pressure Sodiu	1	AM688	3.69	Current	36004000	464	-82.1	29.169
188893	Light Emitting Diode	1			Current	36004000	464	-82.109	29.172
188900	Light Emitting Diode	1			Current	36004000	464	-82.114	29.172
188903	Light Emitting Diode	1			Current	36004000	464	-82.114	29.172
188898	Light Emitting Diode	1			Current	36004000	464	-82.114	29.172
188910	Light Emitting Diode	1			Current	36004000	464	-82.125	29.172
188906	Light Emitting Diode	1			Current	36004000	464	-82.125	29.172
188895	Light Emitting Diode	1			Current	36004000	464	-82.126	29.172
188894	Light Emitting Diode	1			Current	36004000	464	-82.128	29.172
188908	Light Emitting Diode	1			Current	36004100	464	-82.129	29.172
188909	Light Emitting Diode	1			Current	36004000	464	-82.129	29.172
188901	Light Emitting Diode	1			Current	36004000	464	-82.138	29.172
188905	Light Emitting Diode	1			Current	36004000	464	-82.138	29.172
62181	High Pressure Sodiu	1	AM688	3.468	Current	36004000	464	-82.103	29.171
61834	High Pressure Sodiu	1	AM688	3.446	Current	36004000	464	-82.103	29.171
62298	High Pressure Sodiu	1	AM688	3.405	Current	36004000	464	-82.104	29.171
61893	High Pressure Sodiu	1	AM688	3.363	Current	36004000	464	-82.105	29.172
62452	High Pressure Sodiu	1	AM688	3.277	Current	36004000	464	-82.106	29.172
61835	High Pressure Sodiu	1	AM688	3.233	Current	36004000	464	-82.107	29.172
62481	High Pressure Sodiu	1	AM688	3.176	Current	36004000	464	-82.108	29.172
62180	High Pressure Sodiu	1	AM688	3.134	Current	36004000	464	-82.109	29.172
61691	High Pressure Sodiu	1	AM688	2.323	Current	36004000	464	Outage -82.122	29.172
61883	High Pressure Sodiu	1	AM688	1.966	Current	36004000	464	-82.128	29.172
61366	High Pressure Sodiu	1	AM688		Current	36004000	464	-82.128	29.172
152214	Light Emitting Diode	1	AM688	1.311	Current	36004000	464	-82.139	29.172
62329	Light Emitting Diode	1	AM688	1.279	Current	36004000	464	-82.139	29.172
62247	Light Emitting Diode	1	AM688	0.242	Current	36040000	464	-82.156	29.171
61837	Light Emitting Diode	1	AM688	0.219	Current	36040000	464	-82.157	29.171
62473	High Pressure Sodiu	1	AM688	2.017	Current	36040000	464	-82.127	29.171
62516	Light Emitting Diode	1	AM688	1.783	Current	36040000	464	-82.131	29.172
62223	Light Emitting Diode	1	AM688	1.742	Current	36040000	464	-82.132	29.172
62338	Light Emitting Diode	1	AM688	1.175	Current	36040000	464	-82.141	29.172

62277	Light Emitting Diode	1	AM688	1.153	Current	36040000	464	-82.141	29.172
62403	High Pressure Sodiu	1	AM688	2.158	Current	36040000	464	-82.125	29.171
62172	High Pressure Sodiu	1	AM688	1.958	Current	36040000	464	-82.128	29.171
62333	Light Emitting Diode	1	AM688	1.662	Current	36040000	464	-82.133	29.172
62459	Light Emitting Diode	1	AM688	1.568	Current	36040000	464	-82.135	29.172
62299	Light Emitting Diode	1	AM688	0.219	Current	36040000	464	-82.157	29.172
62276	Light Emitting Diode	1	AM688	1.866	Current	36040000	464	-82.13	29.172
62359	High Pressure Sodiu	1	AM688	1.216	Current	36040000	464	-82.14	29.172
62415	High Pressure Sodiu	1	AM688	2.822	Current	36040000	464	-82.114	29.171
61858	High Pressure Sodiu	1	AM688	2.769	Current	36040000	464	-82.115	29.171
62402	High Pressure Sodiu	1	AM688		Current	36040000	464	-82.129	29.171
62334	Light Emitting Diode	1	AM688	1.701	Current	36040000	464	-82.132	29.172
62515	Light Emitting Diode	1	AM688	1.612	Current	36040000	464	-82.134	29.172
153514	Light Emitting Diode	1	AM688	0.017	Current	36040000	464	-82.159	29.173
153329	Light Emitting Diode	1	AM688	1.212	Current	36040000	464	-82.14	29.172
62360	High Pressure Sodiu	1	AM688	0.402	Current	36040000	464	-82.154	29.172
62147	High Pressure Sodiu	1	AM688	2.635	Current	36040000	464	-82.117	29.171
62237	High Pressure Sodiu	1	AM688	2.245	Current	36040000	464	-82.123	29.171
61833	High Pressure Sodiu	1	AM688	2.879	Current	36040000	464	-82.113	29.171
61871	Light Emitting Diode	1	AM688	1.262	Current	36040000	464	-82.14	29.172
62418	High Pressure Sodiu	1	AM688	0.556	Current	36040000	464	-82.151	29.172
61826	High Pressure Sodiu	1	AM688	2.377	Current	36040000	464	-82.121	29.171
62457	Light Emitting Diode	1	AM688	1.825	Current	36040000	464	-82.13	29.172
153307	Light Emitting Diode	1	AM688	1.299	Current	36040000	464	-82.139	29.171
61881	High Pressure Sodiu	1	AM688	2.211	Current	36040000	464	-82.124	29.171
62284	High Pressure Sodiu	1	AM688	1.373	Current	36040000	464	-82.138	29.171
62288	High Pressure Sodiu	1	AM688	2.341	Current	36040000	464	-82.122	29.171
62482	Light Emitting Diode	1	AM688	0.246	Current	36040000	464	-82.156	29.172
62357	High Pressure Sodiu	1	AM688	2.99	Current	36040000	464	-82.111	29.171
61882	High Pressure Sodiu	1	AM688	2.283	Current	36040000	464	-82.123	29.171
62287	High Pressure Sodiu	1	AM688	2.11	Current	36040000	464	-82.126	29.171
62512	High Pressure Sodiu	1	AM688	1.991	Current	36040000	464	-82.128	29.171
62337	Light Emitting Diode	1	AM688	1.342	Current	36040000	464	-82.138	29.171
152220	High Pressure Sodiu	1	AM688	1.238	Current	36004000	464	-82.14	29.172
62416	High Pressure Sodiu	1	AM688	0.729	Current	36040000	464	-82.148	29.172
62328	Light Emitting Diode	1	AM688	1.19	Current	36040000	464	-82.141	29.172
61836	High Pressure Sodiu	1	AM688	2.944	Current	36040000	464	-82.112	29.171
61865	High Pressure Sodiu	1	AM688	2.054	Current	36040000	464	-82.126	29.171
61195	Light Emitting Diode	1	AM688	1.34	Current	36004000	464	-82.138	29.172
61584	High Pressure Sodiu	1	AM688	3.329	Current	36004000	464	-82.105	29.172
62263	High Pressure Sodiu	1	AM688	2.729	Current	36040000	464	-82.115	29.171
62414	High Pressure Sodiu	1	AM688	3.451	Current	36004000	464	-82.103	29.171

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

To: Geneva.Maynard@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

AM688

4/20/2026

CONTRACT INFORMATION

Contract:	AM688
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF OCALA
Vendor ID:	F596000392002
Beginning Date of This Agreement:	10/02/2002
Ending Date of This Agreement:	06/30/2030
Contract Total/Budgetary Ceiling:	ct = $7,345,659.02
Description:	41361537204;41361537204;

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/20/2026

Action:	Supplemental	Supplemental
Reviewed or Approved:	*REVIEWED	APPROVED
Organization Code:	55054030511	55054030511
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	$388,609.00	$73,529.20
Financial Project:	41361537804	41361537804
Work Activity (FCT):	400	400
CFDA:		
Fiscal Year:	2027	2026
Budget Entity:	55150200	55150200
Category/Category Year:	088712/27	088712/26
Amendment ID:	S028	S028
Sequence:	01	00
User Assigned ID:	FY27	FY27
Enc Line (6s)/Status:	/04	0017/04

Total Amount: $462,138.20

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

docusign

Certificate Of Completion

Envelope Id: 3E97DAB1-A10A-8EB1-815D-2EFB20EA8EFB
Status: Completed
Subject: SIGNATURE: (ELE/200419) AM688 Highway Lighting Renewal
Source Envelope:
Document Pages: 10
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/8/2026 3:01:44 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
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: 6/8/2026 3:03:52 PM Viewed: 6/9/2026 8:09:46 AM Signed: 6/9/2026 8:10:44 AM
Electronic Record and Signature Disclosure: Accepted: 6/9/2026 8:09:46 AM ID: 26b59664-9bb2-4b6a-8902-09a432ecf415		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/8/2026 3:03:51 PM Viewed: 6/9/2026 9:08:50 AM Signed: 6/9/2026 9:11:04 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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2026 3:03:52 PM
Certified Delivered	Security Checked	6/9/2026 9:08:50 AM
Signing Complete	Security Checked	6/9/2026 9:11:04 AM
Completed	Security Checked	6/9/2026 9:11:04 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

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Docusign Envelope ID: D18CB748-B40C-4B43-A83D-43C177961345

FSCJ Florida State College at Jacksonville

Training Agreement

This Training Agreement is entered into this _____ day of 6/9/2026____, 2026 by and between **Florida State College at Jacksonville** ("FSCJ") and **Ocala Fire Rescue Department** ("Customer"). This Agreement will expire on December 31, 2026.

Terms

The terms of the Agreement are hereby incorporated by reference and shall govern the provision course and training services under this proposal.

Description of Courses and/or Training Services

FSCJ agrees to provide instruction for five-hour ARFF Refresher (PSR 0082) Program to Customer's employees as defined in this training agreement.

Training will be delivered on mutually agreed upon dates to be conducted at the Fire Academy of the South, 2700 Firefighter Memorial Drive, Jacksonville, FL**.** Delivery of instruction shall be scheduled and delivered in accordance with the terms and conditions herein.

FSCJ agrees to provide the following:

- Highly qualified instructor
- Course materials
- Classroom and Laboratory Facilities
- PPE Gear (if needed)
- Participant evaluations
- Attendance records

Customer shall commit to the following:

- Identify training participants
- Provide student enrollment information via hard copy enrollment forms or the FSCJ Continuing Education website
- Maintain open lines of communication with Florida State College at Jacksonville's instructor(s) and representatives throughout the training process.

Docusign Envelope ID: D18CB748-B40C-4B43-A83D-43C177961345

Points of Contact

FSCJ

Alicia Wiggins-Jones
Fire Academy of the South
2700 Firefighter Memorial Dr
Jacksonville, FL 32246
alicia.jones@fsci.edu
(904) 646-2139

M. Jason Carpenter
Fire Academy of the South
2700 Firefighter Memorial Drive
Jacksonville, FL 32246
(904) 997-4953
micarpen@fscj.edu

Customer

Chief Clint Welborn
Ocala Fire Rescue
3001 N.E. 21st Street
Ocala, FL 34470
352-629-8306
cwelborn@ocalafl.gov

Fees, Costs and Payment Terms

Course	Contact Hours	Proposed Number of Participants	Tuition Cost per Person
ARFF Refresher	5	TBD	$465.00

Tuition for the course is four hundred sixty-five dollars ($465.00) per student. The College will bill for the exact number of Fire Fighters trained at each session.

Docusign Envelope ID: D18CB748-B40C-4B43-A83D-43C177961345

Tuition and fees for all students must be paid by the following schedule:

FSCJ will invoice customer within thirty (30) days from training. Customer shall pay invoice within thirty (30) days of the invoice date. Payments should be directed to:

Florida State College at Jacksonville
Finance Department
Attention: Accounts Receivable
501 West State Street, Jacksonville, FL 32202
AccountsReceivable@fscj.edu
(904) 632-3003

The secured payment link is:
https://quikpayasp.com/fccj/commerce_manager/payer.do?orderType=Sponsor%20Third%20Party

Cancellation Policy

Cancellations must be made one (1) week prior to the proposed start date. Cancellation requests may be made via email to **ARFF@fscj.edu**, or via phone **(904) 997-4953**. If your organization fails to submit a cancellation request within the specified time frame, FSCJ will invoice for minimum fee listed above.

Student Enrollment and Registration

Customer agrees to provide enrollment information for all students. A student may complete a paper enrollment form or submit enrollment information via the FSCJ online application portal. No student may participate in training without being registered.

Confidentiality. Customer agrees not to disclose to others, copy or use for any purpose unrelated to FSCJ's business, directly or indirectly, any trade secret or confidential or proprietary information or data of or relating to FSCJ or its business or operations that Customer obtains as a result of, or in connection with, the performance of the Services ("Confidential Information"), provided that the foregoing shall not apply to information that Customer possessed prior to the commencement of this Agreement or that is generally known to the public other than as a result of Customer's breach of this Agreement.*

By my signature below, I accept this proposal and all associated terms and conditions.

Docusign Envelope ID: D18CB748-B40C-4B43-A83D-43C177961345

Florida State College at Jacksonville

Dr. Cedrick Gibson

Sign: DocuSigned by: Dr. Cedrick Gibson 9B80DD147F504C0...

AVP, Workforce Development & Entrepreneurship

Date: 6/4/2026

Ocala Fire Rescue / City of Ocala

Print: Peter Lee

Sign: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Title: City Manager

Date: 6/9/2026

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55ABBA8ED04F3...

William E. Sexton, Esq.
City Attorney

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

Initial DS DCG

Certificate Of Completion

Envelope Id: D18CB748-B40C-4B43-A83D-43C177961345
Status: Completed
Subject: SIGNATURE: 2026 ARFF Refresher Training Agreement - FSCJ (OFR/260464)
Source Envelope:
Document Pages: 4
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/25/2026 3:38:19 PM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Dr. Cedrick Gibson cedrick.gibson@fscj.edu Security Level: Email, Account Authentication (None)	DocuSigned by: Dr. Cedrick Gibson 9B80DD147F504C0... Signature Adoption: Pre-selected Style Using IP Address: 68.171.193.230 Signed using mobile	Sent: 6/4/2026 4:09:29 PM Viewed: 6/4/2026 4:17:48 PM Signed: 6/4/2026 4:18:14 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 4:17:48 PM ID: 01b4b276-36eb-493f-b361-09f2eae6ced4		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/25/2026 3:52:09 PM Resent: 6/4/2026 4:18:15 PM Viewed: 2/26/2026 8:17:54 AM Signed: 6/9/2026 9:27:49 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: 6/9/2026 9:27:50 AM Viewed: 6/9/2026 11:12:04 AM Signed: 6/9/2026 11:12:23 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	2/25/2026 3:52:09 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:29 PM
Envelope Updated	Security Checked	6/4/2026 4:09:29 PM
Certified Delivered	Security Checked	6/9/2026 11:12:04 AM
Signing Complete	Security Checked	6/9/2026 11:12:23 AM
Completed	Security Checked	6/9/2026 11:12:23 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

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

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT TO PROVIDE FIRE ASSESSMENT ROLL UPDATE SERVICES

THIS AGREEMENT TO PROVIDE FIRE ASSESSMENT ROLL UPDATE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ALFRED BENESCH & COMPANY,** a foreign-profit corporation duly organized in the state of Illinois and authorized to do business in the state of Florida (EIN: 36-2407363) ("Consultant").

WHEREAS, on May 8, 2026, City issued a Request for Quote for the provision of preparing the annual fire assessment roll update, RFQ No.: BUD/260739 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of the price and other evaluation factors set forth therein, Alfred Benesch & Company was determined to be a responsive and responsible respondent; and

WHEREAS, Consultant was chosen as the intended awardee to prepare the annual fire assessment roll update (the "Services"); and

WHEREAS, Consultant certifies that Consultant 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 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. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Consultant 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-2)

      Exhibit B: Fire Assessment Study (B-1 through B-37)

      Exhibit C: Final Roll 2026 Assessment (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.** Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Consultant 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 Consultant an amount no greater than **TWENTY-ONE THOUSAND, NINE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($21,955)** (the "Contract

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Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with frequency detailed in **Exhibit A – Scope of Work**.

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

B. **Invoice Submission**. All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Consultant will be given a coversheet for their invoice. This cover sheet must be filled out correctly and submitted with each invoice. Consultant shall invoice at least once a month. Consultant shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Budget**, Attn: **Tammi Haslam,** Address: **110 SE Watula Avenue, 3rd Floor, Ocala, Florida 34471**: E-Mail: thaslam@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 Consultant; (ii) fails to meet the Standard of Care 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)** calendar days of the Consultant's remedy or resolution of the inadequacy or defect.

E. **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 judgments at the highest rate as allowed by law.

F. **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 Consultant may be offset by any delinquent amounts due to the City or fees and/or charges

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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. 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. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JUNE 1, 2026** and continue in effect for a term of **ONE (1) YEAR**, through and including **MAY 31, 2027** (the "Term"). This Agreement may be renewed for up to **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Consultant.

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. 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. **INSPECTION AND ACCEPTANCE OF THE WORK**. Consultant shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Consultant 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 Consultant 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 work.

   B. Neither the Project Manager's review of Consultant's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Consultant's work in progress or for the means, methods, techniques, sequences, procedures or safety precautions or programs incident Consultant's furnishing and performing the work.

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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 Consultant 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 Consultant written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Consultant by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Consultant fails to timely perform any of the services set forth in the specifications of the Agreement or Consultant's Services fail to meet the Standard of Care;

      (2) Consultant provides material that does not meet the specifications of the Agreement;

      (3) Consultant fails to complete the work required within the time stipulated in the Agreement; or

      (4) Consultant fails to make progress in the performance of the Agreement and/or gives City reason to believe that Consultant cannot or will not perform to the requirements of the Agreement.

   B. **Consultant's Opportunity to Cure Default**. City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to Consultant. Consultant 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 Consultant 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 Consultant Default**. In the event that Consultant 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 Consultant to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Consultant all actual damages, costs, and reasonable attorney's fees arising from Consultant's default prior to termination; and

      (4) City shall be entitled to recovery 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.

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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 Consultant 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, Consultant 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. 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.

9. **DELAYS AND DAMAGES.** The Consultant 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 Consultant 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 Consultant's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Consultant 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. **CONSULTANT REPRESENTATIONS**. Consultant expressly represents that:

A. Consultant 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 Consultant under this Agreement.

B. Consultant has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Consultant in the Contract Documents, and that the City's written resolution of same is acceptable to Consultant.

C. Consultant 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 Consultant, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, Consultants, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Consultant 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

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or with the United States…" Consultant 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 Consultant, 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. **CONSULTANT RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Consultant:

    A. Consultant 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. Consultant shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Consultant shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Consultant shall comply with all applicable and non-conflicting local, state, and Federal laws, regulations, and ordinances, in effect on the effective date of this Agreement, which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to the City and will conform its work to any orders or instructions issued by the City.

    E. Consultant shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, provided the City continues to pay Consultant for Services not in dispute, except as Consultant 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 Consultant 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 Consultant. 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.** 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

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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.

17. **GENERAL LIABILITY INSURANCE.** Consultant 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 Consultants.

    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 Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

18. **PROFESSIONAL LIABILITY AND OMISSIONS.** Consultant shall procure and maintain, for a period of not less than **FIVE (5) YEARS** from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than One Million Dollars ($1,000,000) per claim and aggregate.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** 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. Consultant 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**.

20. **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 subcontractors, or for anyone whose negligent act(s) Consultant may be legally liable.

    B. No insurance shall be provided by the City for Consultant under this Agreement and

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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 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. **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.gov.** 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 Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management, except for the Professional Liability policy.

D. City as Additional Insured. The City of Ocala shall be included 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 event 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.gov.

A. Failure to Maintain Required 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.

F. 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 included as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Consultant 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

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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 Consultant or any other persons or organizations having a direct contract with Consultant, 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 Consultant or any other persons or organizations having a direct contract with Consultant, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Consultant, 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. **INDEPENDENT CONSULTANT STATUS.** Consultant acknowledges and agrees that under this Agreement, Consultant and any agent or employee of Consultant shall be deemed at all times to be an independent Consultant and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Consultant nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Consultant 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 Consultant in its performance of 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. **PUBLIC RECORDS.** Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, 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 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant

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shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.

26. **AUDIT.** 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.

27. **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. Notwithstanding the foregoing, upon completion of the project Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Agreement in client proposals for the purposes of establishing work experience.

28. **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.

29. **CONFLICT OF INTEREST.** Consultant 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. Consultant shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant'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.

30. **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

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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.

31. **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.

32. **INDEMNITY.** Consultant 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, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or its employees in performance of its Services under this Agreement.

33. **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.

34. **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 Consultant:	Alfred Benesch & Company Attention: Faith Lake 1000 North Ashley Drive Tampa, Florida 33602 Phone: 703-598-3250 E-mail: flake@benesch.com
If to City of Ocala:	Patricia Lewis, Interim Director 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

35. **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

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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. For purposes of this Agreement, the Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

36. **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.

37. **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.

38. **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.

39. **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.

40. **MUTUALITY OF NEGOTIATION.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant 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.

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

42. **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.

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

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

45. **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.

46. **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.

47. **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 6/9/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ALFRED BENESCH & COMPANY

Signed by:
Elisabeth Schuck
E14F244ACS7143F...

By: Elisabeth Schuck
(Printed Name)

Title: Vice President
(Title)

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BACKGROUND

1. Consultant shall prepare the annual fire assessment roll update for Fiscal Year 2026–27. These services will also be required for Fiscal Year 2027–28. Consultant shall provide all labor, services, and related resources necessary to perform the work in full compliance with the Scope of Work and specifications set forth herein.
2. The City of Ocala, located in Marion County, Florida, has an estimated population of 65,000 residents and covers approximately 47.2 square miles. The City offers a small-town environment within a growing metropolitan area and is conveniently accessible via Highway 40 and Interstate 75.
3. In January 2021, the City adopted a non-ad valorem fire assessment. The first year of the assessment was billed directly by the City of Ocala, with subsequent years included in tax bills issued by the Marion County Tax Collector. The City anticipates reimposing the non-ad valorem fire assessment for the fiscal year beginning October 1, 2026. Annual coordination with the Marion County Property Appraiser and the Marion County Tax Collector is required pursuant to the Uniform Collection Act (Florida Statutes 197.3632).

PROJECT SUMMARY AND DELIVERABLES

1. **Project Summary:** The Consultant shall be required to perform the following services for the City of Ocala:
   - Update property data portions of the fire assessment roll based on the updated Marion County Property Appraiser (MCPA) database released in June/July of 2026.
   - Coordinate with MCPA regarding any questions on the revisions and/or new classifications.
   - Identify parcels that have experienced a change in their classifications.
   - Update the fire assessment roll and submit the updated roll to the Marion County Tax Collector on or before September 15, 2026.
   - Incorporate any additional changes sent by MCPA in October of 2026.
   - Coordinate with the City Project Manager to discuss results or respond to questions on the roll data via virtual meetings, e-mails, or phone calls.
2. **Important Dates:**

   TRIM Data
   - Friday, July 31, 2026, 5:00 P.M: TRIM Notice Non-Ad Valorem Data Cut-off.
   - Saturday, August 1, 2026, by Noon: MCPA provides TRIM data to the City of Ocala or its designee.
   - Tuesday, August 4, 2026, by Noon: City of Ocala returns TRIM data to MCPA.

   TRIM Notices
   - Thursday, August 20, 2026: Tentative mailing date.

   Final Roll (Tax Notices)
   - Friday, October 2, 2026, 5:00 P.M.: Final Roll Cut-off.
   - Saturday, October 3, 2026, by Noon: MCPA provides final roll data to the City of Ocala or its

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designee.

- Tuesday, October 6, 2026, by Noon: City of Ocala returns final roll data to MCPA

3. **Deliverables:** The Consultant 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.

CONSULTANT EMPLOYEES AND EQUIPMENT

1. Consultant 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 Consultant shall provide an assigned Project Manager, who will be the primary point of contact. Consultant shall 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 Consultant shall replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Consultant shall each be promptly notified by the other of any complaints received.
4. Consultant will operate as an independent consultant 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.

CITY OF OCALA RESPONSIBILITIES

City shall furnish the following services/data to Consultant for the performance of services:

A. Access to City buildings and facilities to perform the work.

B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City pertinent to the Consultant's responsibilities.

C. Provide office facilities for the Consultant, if needed.

CONSULTANT RESPONSIBILITIES

1. Consultant shall complete all work required under this Scope of Work in accordance with policies and procedures of the City and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Consultant shall obtain and pay for any licenses, additional equipment, etc., required to fulfill this contract.
3. Data collected by Consultant 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.
4. Consultant 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.

SUB-CONTRACTORS

1. Consultant must perform 100% of the work with their own forces.

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CITY OF OCALA

FIRE ASSESSMENT STUDY

Final Technical Report
June 29, 2023



Prepared for:
City of Ocala
110 S.E. Watula Ave.
Ocala, FL 34471
ph (352) 629-8297

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CITY OF OCALA
FIRE ASSESSMENT STUDY

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Appendix A: Ocala Fire Rescue Incident Data

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I. Introduction

The City of Ocala implemented a fire assessment program in early 2021, which was further refined in late 2021 to incorporate additional residential and non-residential land use categories. The study was updated in 2022. To reflect the most recent budget, incident data, and property unit data, the City retained Benesch in association with Susan Schoettle-Gumm, PLLC to prepare a fire assessment update study. A fire assessment is an annual charge applied to each property in the City that typically is collected through the property owners' tax bill under Florida's Uniform Assessment Collection Act. This document provides an explanation of the methodology used to calculate the fire assessment rates and the findings of the fire assessment study.

Fire Departments' primary function/goal is to respond to fire and medical incidents within a criticial time frame to save lives and structures. Availability of this service on a 24-hour basis for seven (7) days a week along with the appropriate use of these resources is critical for the entire community during incidents by saving lives and protecting property, and through reductions in insurance premiums and increased property values.

Fire rescue services in Ocala are provided by the City of Ocala Fire Rescue Department. This study includes the Fire Department's budget associated with providing fire rescue and medical service with the exception of advanced life support (ALS) services. As discussed further in the Legal Requirements section of this report, fire assessments may not include costs related to non-traditional fire department services such as ALS. The portion of the Fire Rescue Department's budget associated with ALS services is excluded from the calculation of the Fire Assessment rates developed in this report.

Consistent with the current adopted methodology, this study uses a methodology that combines benefits received from the availability of the Fire Department with use of its resources, including equipment and personnel, for non-ALS incidents to determine the relative special benefit received by and allocate costs to each assessable property.

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II. Service Delivery, Methodology and Legal Requirements

The City of Ocala Fire Rescue Department (OFR) provides fire rescue services throughout the city from seven fire stations, including:

- Fire Station No. 1 – 505 NW MLK Jr. Avenue;
- Fire Station No. 2 – 2701 SE 36th Avenue;
- Fire Station No. 3 – 320 NE 8th Avenue;
- Fire Station No. 4 – 3300 SW 20th Street;
- Fire Station No. 5 – 2340 NE 25th Avenue;
- Fire Station No. 6 – 5220 SW 50th Court; and
- Fire Station No. 7 – 885 SE 31st Street.

As mentioned previously, the study methodology has two components:

- Benefit received from the availability of the Fire Department on a 24-hour, 7 days a week basis, and
- Benefit received from the actual response to events.

Benefit from the Availability of the Fire Department

The availability of the Fire Department's services benefits properties in terms of insurance premium reductions as well as an increase in property values even if services of the Fire Department are never directly utilized by an individual property.

Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with

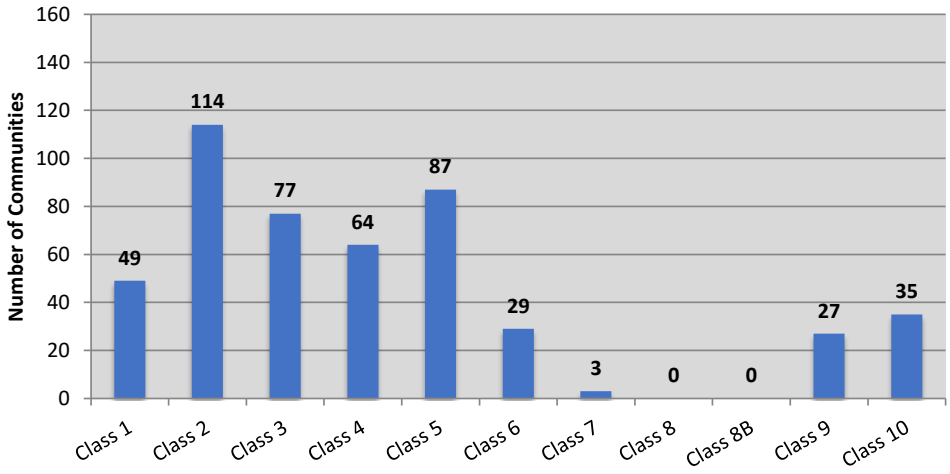
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an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within that community, thus providing a financial incentive for communities that choose to improve their fire protection services. This reduction in insurance premiums for structures and property is a special benefit to property supporting the fire assessments presented in this study.

Studies conducted on the impact of ISO ratings on insurance premiums documented that an improvement from Class 10 to Class 7 reduced insurance premiums 30 percent to 40 percent for residential properties. An improvement from Class 10 to Class 6 or better resulted in insurance premium reductions of 15 percent to 20 percent for office buildings.

The current ISO rating in Ocala is Class 2/2X. Class 1 and 2 ratings are achieved by approximately 35 percent of the communities in Florida. **Figure 1** presents the distribution of ISO Ratings for Florida communities.

Figure 1
Distribution of ISO Ratings for Florida Communities



Source: Insurance Services Office; Public Protection Classification

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Benefit from the Active Use of The Fire Department's Services

Approximately 76 percent of the incidents responded by OFR are medical in nature and 24 percent are fire related. As mentioned previously, this study examines the use of total available resources in responding to these incidents to allocate a portion of the costs to assessed properties. The Department has the capabilities to respond to fire incidents at any of the buildings in the city regardless of size.

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose special assessments for fire rescue services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). The authority of local governments to adopt and impose special assessments for fire rescue services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). This case upheld the City of Cape Coral's fire assessment program that recognized insurance savings, reduction in financial liability, and enhanced property values were among the special benefits to property received from the Fire Department's services. This case also approved the availability-based benefit approach that is being incorporated into this study.

Under Florida case law, the services or improvements funded by the assessment must have a logical relationship with and provide "special benefit" to property, and the assessment methodology must apportion the costs in a fair and reasonable manner. A local government's legislative determination of special benefit and fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. Sarasota County v. Sarasota Church of Christ, Inc., 667 So.2d 180, 183 (Fla. 1995) (citing City of Boca Raton v. State, 595 So.2d 25, 30 (Fla. 1992). In City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), the Florida Supreme Court reaffirmed that traditional fire protection services such as fire suppression, fire prevention, fire/building inspections and first response medical services (BLS) provide special benefit to property but held that advance life support (ALS) and medical transport do not have a logical relationship to property. The City of North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services. The use of historical demand for fire protection services, by reviewing calls for service, was upheld as a reasonable

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and fair basis for apportioning fire protection costs to assessed properties in the City of North Lauderdale case. In Desiderio Corporation, et al. v City of Boynton Beach, et al., 39 So.3d 487 (Fla. 4th DCA 2010), a method of allocating budget costs between fire rescue costs and ALS costs was approved as a fair and reasonable way to identify and remove ALS costs from the calculation of a fire rescue assessment.

The fire assessment methodology contained in this report is consistent with Florida case law and uses a combination of availability-based and resource utilization-based approaches. The calculations exclude the portion of OFR's fire budget and incidents associated with non-traditional emergency medical services, such as ALS, through a budget analysis, and allocates costs to assessed properties based on historical calls for service to quantify relative demand for and benefit from fire services by different land uses and properties.

Special Benefit and Fair Allocation Analysis

Fire services, facilities and programs provided by the City provide special benefit to assessed properties and have a logical relationship to the use, value, and enjoyment of such improved property. There are availability, or standing watch, benefits that come from the 24-hour, 7 days a week availability of fire service and first responder services as well as the more direct benefits from the responses to incidents by the Fire Department. Benefits include protecting the value and integrity of improvements and structures, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of professional and comprehensive fire services within the city, and containing fire incidents with the potential to spread and endanger other property.

As detailed later in this report, the Fire Rescue Department budget has been analyzed by cost categories to exclude costs related to providing ALS and to include in the assessable costs only costs reasonably related to the provision of traditional fire services, including for example, fire suppression, fire prevention, fire/building inspections and first response medical services (BLS). The assessable costs were then allocated to land uses based on a combination of availability of the service and historical usage of fire services by the land use types. The analysis includes multi-year records of calls for service and the total department resources used in responding to the incidents to obtain a larger sample size and more stable resource distribution.

The costs allocated to the Residential Land Use, which includes single family, multi-family, and mobile home categories, are distributed on a per dwelling unit basis for several square footage tiers for development in the city. The number and size of dwelling units on an assessed property

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is obtained from the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The fire assessment for any residential parcel is determined by the number of dwelling units multiplied by the applicable residential dwelling unit rate for each residential category as determined based on the type of residential development and the size of the dwelling unit(s).

The costs allocated to the Non-Residential Land Uses are distributed based on square footage tiers for four different categories (commercial, industrial, institutional and government). Square footage data for non-residential structures on assessed property is obtained primarily from the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities with some additional data provided by the City from on-site inspections of structures. The use of square footage tiers for Non-Residential property is fair and reasonable because the demand for fire services is not precisely determined by the actual square footage of a structure and the application of square footage tiers to Non-Residential structures is a fair and reasonable method to apportion costs among benefitted buildings that create similar demand for fire services.

Finally, a separate rate is calculated for vacant developable property based on resource utilization, adjusted to reflect lesser benefit received by vacant properties compared to the property with structures and people. The resulting share of the budget is divided by the number of vacant parcels to calculate the assessment rate.

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III. Calculation of Fire Assessment Rates

There are several components in determining the fire assessment rate schedule:

- Assessment factor
- Fire assessment funding requirement
- Incident data distribution by land use
- Fire assessment cost allocation
- Land use data
- Calculated assessment schedule

These components are discussed in further detail below, resulting in the calculated fire assessment rate schedule for the City of Ocala.

Assessment Factor

≈81% of the Fire Department's resources are used for non-ALS incidents.

The first component in calculating the City's fire assessment rates is to determine the assessment factor, which includes analysis of total department resources used in responding to incidents as well as the number of incidents. This assessment factor is used to identify assessable costs in the Fire Department budget by excluding costs related to ALS when a cost category represents a mix of assessable and non-assessable costs. The distribution of incidents was analyzed in terms of advanced life support (ALS) versus fire and basic life support (BLS). This analysis includes incident data from March 2016 through December 2022, for a total of almost seven years of incident data. **Table 1** provides a summary of the seven-year average that incorporates the recent incident activity. Throughout this study, a seven-year average is used to minimize temporary fluctuations in any individual year. The portion of non-ALS incidents, measured through the allocation of total resources to these incidents, is approximately 81 percent and is used as part of the budget allocation process.

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Table 1

Distribution of Incidents

Year	Frequency[1]		Staff Time[2]		Vehicle Time[3]		Total Resources[4]	
	ALS	Non-ALS	ALS	Non-ALS	ALS	Non-ALS	ALS	Non-ALS
2016	10.3%	89.7%	10.7%	89.3%	10.2%	89.8%	**10.5%**	**89.5%**
2017	12.3%	87.7%	13.2%	86.8%	12.6%	87.4%	**13.0%**	**87.0%**
2018	11.6%	88.4%	15.6%	84.4%	15.3%	84.7%	**15.5%**	**84.5%**
2019	17.4%	82.6%	21.2%	78.8%	20.6%	79.4%	**21.0%**	**79.0%**
2020	22.1%	77.9%	27.8%	72.2%	28.5%	71.5%	**28.0%**	**72.0%**
2021	21.2%	78.8%	24.2%	75.8%	25.3%	74.7%	**24.5%**	**75.5%**
2022	14.7%	85.3%	19.9%	80.1%	20.2%	79.8%	**20.0%**	**80.0%**
2016-22	15.6%	84.4%	19.2%	80.8%	19.2%	80.8%	**19.2%**	**80.8%**

1) Source: Appendix A, Table A-1
2) Source: Appendix A, Table A-2
3) Source: Appendix A, Table A-3
4) Source: Appendix A, Table A-4

Fire Assessment Funding Requirement

Table 2 provides a detailed breakdown of the FY 2023 assessable budget for the City of Ocala Fire Department. If a given expenditure is associated with non-ALS services, the entire amount is included in the assessable budget. When an expenditure is determined to be related to both ALS and non-ALS services, 81 percent of the amount is included in the assessable budget. All ALS-only expenditures are excluded. In addition, all dedicated revenues are subtracted in a similar manner. Finally, miscellaneous expenditures related to the assessment program are added to determine the full assessable fire budget.

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Table 2

Ocala Fire Rescue Maximum Assessable Budget (FY 2023)

Description	FY 2023 Fire Budget		
	Total Budget	Adjustment Factor	Fire Assessment Budget
Expenditures [1]			
Personnel:			
- ALS and Non-ALS	$18,282,799	80.8%	$14,772,502
Operating:			
- Non-ALS	$288,140	100.0%	$288,140
- ALS and Non-ALS	$3,316,248	80.8%	$2,679,528
Capital Outlay:			
- ALS and Non-ALS	$260,167	80.8%	$210,215
Subtotal - Expenditures	***$22,147,354***	-	***$17,950,385***
Less: Revenues [1]			
Fire False Alarm Fees	$14,000	100.0%	$14,000
Fire Plan Review	$175,000	100.0%	$175,000
State Shared Revenue-Firefighter Suppression Comps	$30,000	100.0%	$30,000
Marion County Automatic Aid Reimbursement	$252,700	80.8%	$204,182
Fire Pension Reimbursement	$14,364	80.8%	$11,606
Subtotal - Revenues	***$486,064***	-	***$434,788***
Total Net Expenditures [2]	***$21,661,290***	-	***$17,515,597***
Miscellaneous Assessment Expenditures			
Statutory Discount[3]			$437,890
Total Fire Assessment Funding Requirement			***$437,890***
Total Assessable Budget[4]			**$17,953,487**
Total Assessable Budget (FY 2022)			**$16,486,107**
Total Funding Requirement_Addendum (FY 2022 Adopted)[5]			**$9,765,000**

1) Source: City of Ocala. Detailed expenditure data is provided in Appendix B, Table B-1
2) Total expenditures less total revenue
3) Statutory discount can reflect up to 5% reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection. Used a 2.5% reimbursement of the total net expenditures based on the City's historical average property tax revenue loss due to early payment discounts over the last three years.
4) Sum of net expenditures (Item 2) and total miscellaneous assessment expenditures
5) Reduced FY 2022 budget figure that is the basis for the current adopted fire assessment rates

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Incident Data Distribution by Land Use

The third component in calculating the fire assessment rates is the demand for fire rescue services by land use, which will be used for the "resource-based" benefit component. The approach used in this report is a widely used and accepted method of identifying the historical relative benefit from and demand for fire services by various land uses. This benefit allocation is used to fairly and reasonably distribute the fire rescue assessed costs to land uses.

To determine the historical demand for fire rescue services by each type of land use, a review was completed to quantify the number of incidents and resources related to each incident by land use. As discussed previously, this approach provides an understanding of the utilization of fire rescue services by each land use. To complete this analysis, based on available data, incidents for the past seven years (2016 through 2022) were obtained from the OFR and analyzed. OFR also identified incidents that had an ALS component. These ALS incidents, as well as others that cannot be attached to a land use (such as traffic accidents or other outside incidents), were excluded from the analysis.

Distributing the cost based solely on the number of incidents does not reflect the full level of resources used by each land use. Therefore, the total resources were reviewed, which take into consideration incident duration, number of vehicles and staff used in addition to the frequency. As shown in **Table 3**, residential incidents account for most of the fire rescue resources in the City of Ocala, with the commercial land use also accounting for a large portion of resources.

Table 3

Distribution of Total Resources by Land Use

Land Use	Resource Distribution 2016-2021	Resource Distribution 2016-2022	% Change
Single Family/Mobile Home/Duplex	37.3%	**36.7%**	-1.6%
Multi-Family	13.5%	**13.6%**	0.7%
Commercial	38.1%	**38.5%**	1.0%
Industrial/Warehouse	3.4%	**3.5%**	2.9%
Institutional	3.1%	**3.0%**	-3.2%
Government	2.0%	**2.0%**	0.0%
Vacant	2.4%	**2.6%**	8.3%
Agricultural	0.2%	**0.1%**	-50.0%
Total	**100.0%**	**100.0%**	-

Source: Appendix A, Table A-8

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Although approximately 2.6 percent of the resources are used by vacant properties, because vacant properties do not have buildings and people present, the benefit received by these properties is more limited compared to improved properties. The suppression of fire on vacant property benefits vacant property, but also benefits the adjacent improved properties and their occupants by the containment of the spread of fire. Therefore, it is reasonable to allocate half of the vacant land resource utilization to vacant land in the assessment calculations. The rest of the resource utilization is redistributed among other land uses, as shown in **Table 4**.

Table 4
Distribution of Total Resources
by Land Use with Vacant Land Adjustment

Land Use	Resource Distribution 2016-2021	Resource Distribution 2016-2022	% Change
Single Family/Mobile Home/Duplex	37.80%	**37.19%**	-1.6%
Multi-Family	13.70%	**13.78%**	0.6%
Commercial	38.60%	**39.01%**	1.1%
Industrial/Warehouse	3.40%	**3.55%**	4.4%
Institutional	3.10%	**3.04%**	-1.9%
Government	2.00%	**2.03%**	1.5%
Vacant	1.20%	**1.30%**	8.3%
Agricultural	0.20%	**0.10%**	-50.0%
Total	**100.0%**	**100.0%**	-

Source: Table 3, vacant land use is reduced by 50%, which is distributed among other land uses

Fire Assessment Cost Allocation

The fourth component in determining the City's fire assessment rates is the allocation of the assessed costs to land use categories, based on the total fire assessment funding requirement and distribution of total resources. **Table 5** presents the fire assessed cost allocation by land use/rate category. As shown, single family and commercial land uses account for approximately 76 percent of the budget.

Per State legislation, agricultural land uses are exempt from fire rescue assessments. Florida Statutes Section 170.01 (4) provides that, with limited exceptions, a City may not levy a special assessment for fire protection services on lands classified as agricultural lands under Florida Statutes Section 193.461 unless those lands contain a qualified building. Therefore, the portion of the budget associated with agricultural fire rescue incidents cannot be recovered through the City's fire rescue assessment and will be excluded in the remainder of this report. Similarly, the

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City does not assess government properties and will need to supplement the revenue loss through the General Fund.

Table 6
Fire Protection Cost Allocation

Land Use	FY 2023 Portion of Total Resources[1]	Share of FY 2023 Maximum Assessable Budget[2]
Funding Requirement	-	**$17,953,487**
Single Family/Mobile Home/Duplex	37.19%	$6,676,902
Multi-Family	13.78%	$2,473,991
Commercial	39.01%	$7,003,655
Industrial/Warehouse	3.55%	$637,349
Institutional	3.04%	$545,786
Government	2.03%	$364,456
Vacant	1.30%	$233,395
Agricultural	0.10%	$17,953
Total	**100.0%**	**$17,953,487**

1) Source: Table 5; total resource distribution from 2016 to 2022
2) Reduced assessment funding requirement from Table 2 multiplied by portion of the resources (Item 1)

Property Units

The fifth component in determining the fire assessment rates to allocate the assessed costs to property units (e.g., dwelling units or square footage on parcels) within each land use. This was accomplished by developing an assessment roll database utilizing the most recent data from the Marion County Property Appraiser. The database includes both properties that are tax exempt (i.e., governmental uses) and non-tax exempt, and all units were used in the assessment calculations.

For residential land uses, the total number of dwelling units within the city was determined. In addition, the square footage of each unit was also noted. In the case of apartments, because the square footage of individual units in an apartment building was not available in the Property Appraiser database, an average unit size was calculated based on total square footage and total number of units. For the non-residential (i.e., commercial, industrial/warehouse, and institutional structures) land uses, the total living floor square footage was distributed into square footage tiers.

Table 6 presents a summary of the total property units calculated for each land use category.

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Table 6

Property Units in the City of Ocala

Property Rate Category	Unit	Total Number of Units
Residential		
Single Family/Mobile Home/Duplex	dwelling unit	18,274
Multi-Family	dwelling unit	11,245
Residential	dwelling unit	**29,519**
Non-Residential		
Commercial	square footage	18,955,466
Industrial/Warehouse	square footage	21,850,514
Institutional	square footage	4,934,866
Government	square footage	6,155,759
Non-Residential	square footage	**51,896,605**
Vacant Land		
Vacant	parcel	**4,191**

Source: Marion County Property Appraiser

Calculated Fire Assessment Rate Schedule

Residential and Non-Residential Land Uses

As discussed previously, this study uses a methodology that combines benefit to the property from the availability of the Fire Department as well as that received from active use of its resources. More specifically, the following steps are completed in the calculation of assessment levels:

- Seventy percent of the budget allocated to residential land uses is distributed among all dwelling units equally. Similarly, 70 percent of the non-residential budget is distributed equally among the total non-residential square footage. This distribution accounts for the benefit received by each property from the availability of the Fire Department's services.
- The remaining 30 percent is distributed to each land use based on use of resources.

The use of 30 percent for resource allocation and 70 percent for availability is due to the industry standards[1] that indicate that a station that is active more than 30 percent of the time tends to experience inefficiencies in terms of addressing concurrent incidents, personnel fatigue, lack of training, among other issues.

[1] Center for Public Safety Excellence and Commission on Fire Accreditation International, *CFAI Standards of Cover, 5th Edition*

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Tables 7 and 8 provide these calculations for residential land use categories. As presented in **Table 7**, the portion of the budget allocated to residential land use categories is $9.2 million. Seventy percent of this budget is allocated among all dwelling units in the city (29,519) equally, resulting in the availability portion of the assessment rate ($217 per home).

The remaining 30 percent of the budget is distributed between the two residential categories based on their use of resources. Single family/mobile home/duplex units utilize approximately 73 percent of the residential resources while multi-family homes (apartments and condos) use the remaining 27 percent. Distribution of resource-based budget portion in this manner results in a resource-utilization rate of $110 per dwelling unit for single family residential land use and $66 per dwelling unit for multi-family residential land use.

Sum of these two components result in an overall non-tiered base assessment rate of approximately $327 per dwelling unit for single family/mobile home/duplex residential land use and approximately $283 per dwelling unit for multi-family residential land use.

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Table 7

Calculated Base Residential Fire Assessment Rates

Property Rate Category	Budget Allocation[1]	Distribution of Residential Budget[2]	Total Number of Units[3]	Fire Assessment Base Rate per Unit[4]
Single Family/Mobile Home/Duplex	$6,676,902	73.0%		
Multi-Family	$2,473,991	27.0%		
Total	**$9,150,893**	**100.0%**		
Availability Portion				
70% of Total Budget[5]	**$6,405,625**	-	**29,519**	**$217.00**
Resources Portion				
30% of Total Budget[6]	**$2,745,268**	-	**29,519**	$93.00
Single Family/Mobile Home/Duplex[7]	$2,004,046	73.0%	18,274	**$109.67**
Multi-Family[8]	$741,222	27.0%	11,245	**$65.92**
Total	**$2,745,268**	**100.0%**	**29,519**	-
Calculated Rate per Unit				
Single Family/Mobile Home/Duplex[9]				**$326.67**
Multi-Family[10]				**$282.92**

1) Source: Table 5
2) Budget portion of each residential category
3) Source: Table 6
4) Budget allocation divided by dwelling units
5) Total residential budget of $9.2 million multiplied by 70% to calculate availability portion
6) Total residential budget of $9.2 million multiplied by 30% to calculate resource utilization portion
7) Resource utilization portion of the budget (30%) allocated to single family/mobile home/duplex
8) Resource utilization portion of the budge (30%) allocated to multi-family (apartments and condos).
9) Sum of availability-based rate of $217 and resource-utilization based rate of $110
10) Sum of availability-based rate of $217 per unit and resource-utilization based rate of $66

Once the base fee for each residential category is calculated, a tiered schedule is provided in **Table 8**. The resource-based portion varies by size of home given that larger homes tend to be more valuable. A review of average home values by size of home in Ocala obtained from Marion County Property Appraiser database supported this relation.

This tiered approach is supported by the fact that a large portion of the benefit to the property is derived from the availability of the Fire Department in the form of reduced insurance premiums and increased property values, which in turn suggests lower savings from insurance premiums and lower property values for smaller homes. As mentioned previously, the review of the data from the Property Appraiser database suggested that smaller houses have a lower value compared to larger homes.

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The tiered rates are calculated by developing an Equivalent Residential Unit (ERU) factor for each tier based on the ratio of the average size of each tier to the average size of the entire residential category. These ERU factors are then used to distribute resource-based portion of the fee in a tiered-manner as opposed to using the group average shown in Table 8. The resulting rate is added to the availability-based portion of the rate to determine the final tiered rate for each residential category.

Table 8
Calculated Tiered Residential Assessment Rates

Square Footage Tier	Average Size (Sq Ft)[1]	Equivalent Residential Unit[2]	Resource-Based Portion[3]	Availabilty-Based Portion[4]	Fire Assessment Rate per Unit[5]	Fire Assessment Rate per Unit ADJUSTED[6]
Single Family/Mobile Home/Duplex Tiering			**$109.67**			
1 to 1,000 sf	821	0.57	$62.51	$217.00	**$279.51**	**$276.33**
1,001 to 1,600 sf	1,300	0.91	$99.80	$217.00	**$316.80**	**$313.20**
1,601 to 2,500 sf	1,981	1.38	$151.34	$217.00	**$368.34**	**$364.15**
>2,500 sf	3,166	2.20	$241.27	$217.00	**$458.27**	**$453.06**
Multi-Family Tiering			**$65.92**			
1 to 1,000 sf	778	0.54	$35.60	$217.00	**$252.60**	**$249.73**
1,001 to 1,200 sf	1,081	0.75	$49.44	$217.00	**$266.44**	**$263.41**
>1,200 sf	1,437	1.00	$65.92	$217.00	**$282.92**	**$279.70**
All Residential Units	**1,436**	-	-	-	-	-

1) Source: Marion County Property Appraiser
2) Average size of each tier is divided by the average size of the entire category
3) Resource utilization-based portion from Table 7 multiplied by ERU (Item 2)
4) Source: Table 7
5) Sum of resource-based portion (Item 3) and availability-based portion (Item 4)
6) Fire assessment rate (Item 5) adjusted down slightly to neutralize revenue generation

Table 9 provides similar calculations for non-residential land uses and calculates assessment rates on a per square foot basis. Consistent with the methodology described previously, 70 percent of the non-residential budget is allocated among all non-residential square footage equally and 30 percent of the non-residential budget is allocated based on resource utilization of each non-residential land use.

Resulting rates are then applied to the mid-point of square footage tiers to develop the tiered non-residential rate schedule on a per parcel basis. These calculations are shown in **Table 10.**

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Table 9

Calculated Base Non-Residential Fire Assessment Rates

Property Rate Category	Budget Allocation[1]	Distribution of Non-Residential Budget[2]	Total Square Footage[3]	Fire Assessment Rate per Sq Ft[4]
Commercial	$7,003,655	81.8%		
Industrial/Warehouse	$637,349	7.5%		
Institutional	$545,786	6.4%		
Government	$364,456	4.3%		
Total	**$8,551,246**	**100.0%**		
Availability Portion				
70% of Total Budget[5]	**$5,985,872**	**-**	**51,896,605**	**$0.115**
Resource Utilization Portion				
30% of Total Budget[6]	**$2,565,374**	**-**	**51,896,605**	$0.049
Commercial[7]	$2,098,476	81.8%	18,955,466	**$0.111**
Industrial/Warehouse[7]	$192,403	7.5%	21,850,514	**$0.009**
Institutional[7]	$164,184	6.4%	4,934,866	**$0.033**
Government[7]	$110,311	4.3%	6,155,759	**N/A**
Total	**$2,565,374**	**100.0%**	**51,896,605**	-
Calculated Rate per Square Foot				
Commercial[8]				**$0.226**
Industrial/Warehouse[8]				**$0.124**
Institutional[8]				**$0.148**
Government[8]				**N/A**
Calculated Rate per Square Foot: ADJUSTED				
Commercial[9]				**$0.260**
Industrial/Warehouse[9]				**$0.143**
Institutional[9]				**$0.170**
Government[9]				**N/A**

1) Source: Table 5
2) Budget portion of each non-residential category
3) Source: Table 6
4) Budget allocation divided by square footage
5) Total non-residential budget of $8.6 million multiplied by 70% to calculate availability portion
6) Total non-residential budget of $8.6 million multiplied by 30% to calculate resource utilization portion
7) Resource utilization portion of the budget (30%) allocated to each non-residential category. Government properties will not be charged an assessment; however, to ensure that other non-residential categories are not being charged for the portion of the budget associated with government properties, this portion of the budget is separated
8) Sum of availability-based rate of $0.115 per square foot and resource-utilization based rate for each land use
9) Fire assessment rate (Item 8) adjusted upwards to neutralize revenue generation

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Table 10

Calculated Tiered Non-Residential Fire Assessment Rates

Square Footage Range	Mid-Point[1]	Commercial Rate per Sq Ft[2]	Commercial Rate per Parcel[3]	Industrial/ Warehouse Rate per Sq Ft[2]	Industrial/ Warehouse Rate per Parcel[3]	Institutional Rate per Sq Ft[2]	Institutional Rate per Parcel[3]
0 - 2,000	1,000	$0.260	**$260.00**	$0.143	**$143.00**	$0.170	**$170.00**
2,001 - 3,000	2,500	$0.260	**$650.00**	$0.143	**$357.50**	$0.170	**$425.00**
3,001 - 4,000	3,500	$0.260	**$910.00**	$0.143	**$500.50**	$0.170	**$595.00**
4,001 - 5,000	4,500	$0.260	**$1,170.00**	$0.143	**$643.50**	$0.170	**$765.00**
5,001 - 6,000	5,500	$0.260	**$1,430.00**	$0.143	**$786.50**	$0.170	**$935.00**
6,001 - 7,000	6,500	$0.260	**$1,690.00**	$0.143	**$929.50**	$0.170	**$1,105.00**
7,001 - 8,000	7,500	$0.260	**$1,950.00**	$0.143	**$1,072.50**	$0.170	**$1,275.00**
8,001 - 10,000	9,000	$0.260	**$2,340.00**	$0.143	**$1,287.00**	$0.170	**$1,530.00**
10,001 - 12,000	11,000	$0.260	**$2,860.00**	$0.143	**$1,573.00**	$0.170	**$1,870.00**
12,001 - 14,000	13,000	$0.260	**$3,380.00**	$0.143	**$1,859.00**	$0.170	**$2,210.00**
14,001 - 16,000	15,000	$0.260	**$3,900.00**	$0.143	**$2,145.00**	$0.170	**$2,550.00**
16,001 - 18,000	17,000	$0.260	**$4,420.00**	$0.143	**$2,431.00**	$0.170	**$2,890.00**
18,001 - 20,000	19,000	$0.260	**$4,940.00**	$0.143	**$2,717.00**	$0.170	**$3,230.00**
20,001 - 25,000	22,500	$0.260	**$5,850.00**	$0.143	**$3,217.50**	$0.170	**$3,825.00**
25,001 - 30,000	27,500	$0.260	**$7,150.00**	$0.143	**$3,932.50**	$0.170	**$4,675.00**
30,001 - 35,000	32,500	$0.260	**$8,450.00**	$0.143	**$4,647.50**	$0.170	**$5,525.00**
35,001 - 40,000	37,500	$0.260	**$9,750.00**	$0.143	**$5,362.50**	$0.170	**$6,375.00**
40,001 - 45,000	42,500	$0.260	**$11,050.00**	$0.143	**$6,077.50**	$0.170	**$7,225.00**
45,001 - 50,000	47,500	$0.260	**$12,350.00**	$0.143	**$6,792.50**	$0.170	**$8,075.00**
50,001 - 60,000	55,000	$0.260	**$14,300.00**	$0.143	**$7,865.00**	$0.170	**$9,350.00**
60,001 - 70,000	65,000	$0.260	**$16,900.00**	$0.143	**$9,295.00**	$0.170	**$11,050.00**
70,001 - 80,000	75,000	$0.260	**$19,500.00**	$0.143	**$10,725.00**	$0.170	**$12,750.00**
80,001 - 90,000	85,000	$0.260	**$22,100.00**	$0.143	**$12,155.00**	$0.170	**$14,450.00**
90,001 - 100,000	95,000	$0.260	**$24,700.00**	$0.143	**$13,585.00**	$0.170	**$16,150.00**
100,001 - 120,000	110,000	$0.260	**$28,600.00**	$0.143	**$15,730.00**	$0.170	**$18,700.00**
120,001 - 140,000	130,000	$0.260	**$33,800.00**	$0.143	**$18,590.00**	$0.170	**$22,100.00**
140,001 - 160,000	150,000	$0.260	**$39,000.00**	$0.143	**$21,450.00**	$0.170	**$25,500.00**
160,001 - 180,000	170,000	$0.260	**$44,200.00**	$0.143	**$24,310.00**	$0.170	**$28,900.00**
180,001 - 200,000	190,000	$0.260	**$49,400.00**	$0.143	**$27,170.00**	$0.170	**$32,300.00**
200,001 - 250,000	225,000	$0.260	**$58,500.00**	$0.143	**$32,175.00**	$0.170	**$38,250.00**
250,001 - 300,000	275,000	$0.260	**$71,500.00**	$0.143	**$39,325.00**	$0.170	**$46,750.00**
300,001 or more	300,000	$0.260	**$78,000.00**	$0.143	**$42,900.00**	$0.170	**$51,000.00**

1) Mid-point of square footage ranges, capped at 300,000 sq ft
2) Source: Table 9
3) Mid-point (Item 1) multiplied by the total parcels (Item 2) for each tier

Vacant Land

As discussed previously, 50 percent of the resources allocated to vacant land is used in the assessment calculation for the vacant parcel assessment rate. This adjustment was made to recognize the fact that vacant property derives less benefit from the Fire Department's availability and services compared to developed properties with buildings and more people. As shown in **Table 11**, this adjusted budget was divided by the number of parcels to determine the assessment rate of $55.69 per parcel.

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Table 11

Calculated Vacant Parcel Assessment Rate

Property Rate Category	Budget Allocation[1]	Total Number of Parcels[2]	Budget per Parcel[3]
Vacant Land	$233,395	4,191	**$55.69**

1) Source: Table 5
2) Source: Table 6
3) Budget allocation (Item 1) divided by number of parcels (Item 2)

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Appendix A
Ocala Fire Rescue Incident Data

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Appendix A

This appendix documents the incident data analysis conducted as part of the technical study. Incidents over the past seven years were analyzed to estimate demand from each land use for fire rescue services. **Tables A-1 through A-8** present this analysis.

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Table A-1

OFR Distribution of Incidents by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Fire:	**3,586**	20.8%	**4,891**	22.4%	**3,985**	24.6%	**3,083**	19.7%	**3,047**	18.6%	**4,107**	20.9%	**8,492**	34.7%	23.7%
Medical:	**13,711**	-	**16,943**	-	**12,227**	-	**12,586**	-	**13,321**	-	**15,561**	-	**15,958**	-	-
-ALS	1,787	10.3%	2,690	12.3%	1,884	11.6%	2,731	17.4%	3,610	22.1%	4,172	21.2%	3,590	14.7%	15.6%
-Non-ALS	11,924	68.9%	14,253	65.3%	10,343	63.8%	9,855	62.9%	9,711	59.3%	11,389	57.9%	12,368	50.6%	60.7%
Total:	**17,297**	**100.0%**	**21,834**	**100.0%**	**16,212**	**100.0%**	**15,669**	**100.0%**	**16,368**	**100.0%**	**19,668**	**100.0%**	**24,450**	**100.0%**	-
ALS:	1,787	10.3%	2,690	12.3%	1,884	11.6%	2,731	17.4%	3,610	22.1%	4,172	21.2%	3,590	14.7%	**15.6%**
Non-ALS:	15,510	89.7%	19,144	87.7%	14,328	88.4%	12,938	82.6%	12,758	77.9%	15,496	78.8%	20,860	85.3%	**84.4%**

Source: Ocala Fire Rescue

Table A-2

OFR Distribution of Staff Time by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Fire:	**5,352**	29.0%	**6,969**	30.1%	**6,260**	34.8%	**6,318**	32.2%	**5,592**	26.5%	**7,104**	29.8%	**9,233**	35.8%	31.2%
Medical:	**13,096**	-	**16,210**	-	**11,741**	-	**13,319**	-	**15,472**	-	**16,679**	-	**16,574**	-	-
-ALS	1,966	10.7%	3,050	13.2%	2,808	15.6%	4,171	21.2%	5,848	27.8%	5,747	24.2%	5,146	19.9%	19.2%
-Non-ALS	11,130	60.3%	13,160	56.8%	8,933	49.6%	9,148	46.6%	9,624	45.7%	10,932	46.0%	11,428	44.3%	49.6%
Total	**18,448**	**100.0%**	**23,179**	**100.1%**	**18,001**	**100.0%**	**19,637**	**100.0%**	**21,064**	**100.0%**	**23,783**	**100.0%**	**25,807**	**100.0%**	-
ALS:	1,966	10.7%	3,050	13.2%	2,808	15.6%	4,171	21.2%	5,848	27.8%	5,747	24.2%	5,146	19.9%	**19.2%**
Non-ALS:	16,482	89.3%	20,129	86.8%	15,193	84.4%	15,466	78.8%	15,216	72.2%	18,036	75.8%	20,661	80.1%	**80.8%**

Source: Ocala Fire Rescue

Note: Staff time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of personnel on scene

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Table A-3

OFR Distribution of Vehicle Time by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Fire:	**2,433**	30.0%	**3,103**	30.5%	**2,868**	35.7%	**2,859**	33.7%	**2,531**	27.4%	**3,183**	30.5%	**4,178**	36.9%	32.2%
Medical:	**5,673**	-	**7,070**	-	**5,155**	-	**5,620**	-	**6,697**	-	**7,267**	-	**7,126**	-	-
-ALS	826	10.2%	1,283	12.6%	1,231	15.3%	1,746	20.6%	2,632	28.5%	2,643	25.3%	2,278	20.2%	19.2%
-Non-ALS	4,847	59.8%	5,787	56.9%	3,924	48.9%	3,874	45.7%	4,065	44.1%	4,624	44.2%	4,848	42.9%	48.6%
Total	**8,106**	**100.0%**	**10,173**	**100.0%**	**8,023**	**99.9%**	**8,479**	**100.0%**	**9,228**	**100.0%**	**10,450**	**100.0%**	**11,304**	**100.0%**	-
ALS:	826	10.2%	1,283	12.6%	1,231	15.3%	1,746	20.6%	2,632	28.5%	2,643	25.3%	2,278	20.2%	**19.2%**
Non-ALS:	7,280	89.8%	8,890	87.4%	6,792	84.7%	6,733	79.4%	6,596	71.5%	7,807	74.7%	9,026	79.8%	**80.8%**

Source: Ocala Fire Rescue

Note: Vehicle time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of units on scene

Table A-4

OFR Distribution of Total Resources by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Fire:	**7,785**	29.3%	**10,072**	30.2%	**9,128**	35.1%	**9,177**	32.7%	**8,123**	26.8%	**10,287**	30.1%	**13,411**	36.1%	31.5%
Medical:	**18,769**	-	**23,280**	-	**16,896**	-	**18,939**	-	**22,169**	-	**23,946**	-	**23,700**	-	-
-ALS	2,792	10.5%	4,333	13.0%	4,039	15.5%	5,917	21.0%	8,480	28.0%	8,390	24.5%	7,424	20.0%	19.2%
-Non-ALS	15,977	60.2%	18,947	56.8%	12,857	49.4%	13,022	46.3%	13,689	45.2%	15,556	45.4%	16,276	43.9%	49.3%
Total	**26,554**	**100.0%**	**33,352**	**100.0%**	**26,024**	**100.0%**	**28,116**	**100.0%**	**30,292**	**100.0%**	**34,233**	**100.0%**	**37,111**	**100.0%**	-
ALS:	2,792	10.5%	4,333	13.0%	4,039	15.5%	5,917	21.0%	8,480	28.0%	8,390	24.5%	7,424	20.0%	**19.2%**
Non-ALS:	23,762	89.5%	29,019	87.0%	21,985	84.5%	22,199	79.0%	21,812	72.0%	25,843	75.5%	29,687	80.0%	**80.8%**

Source: Ocala Fire Rescue

Note: Total resources are calculated as the sum of total staff time and total vehicle time

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Table A-5

OFR Distribution of Incidents by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Single Family	4,012	37.6%	4,923	36.6%	4,601	44.8%	4,236	43.1%	4,016	41.7%	4,271	36.8%	4,808	36.6%	39.2%
Multi-Family	1,212	11.4%	1,564	11.6%	1,462	14.2%	1,456	14.8%	1,394	14.5%	1,860	16.0%	1,747	13.3%	13.6%
Commercial	4,718	44.3%	6,108	45.4%	3,425	33.4%	3,267	33.3%	3,505	36.4%	4,576	39.3%	5,533	42.1%	39.6%
Industrial/Warehouse	98	0.9%	118	0.9%	128	1.2%	144	1.5%	122	1.3%	177	1.5%	198	1.5%	1.3%
Institutional	198	1.9%	280	2.1%	254	2.5%	255	2.6%	142	1.5%	191	1.6%	250	1.9%	2.0%
Government	180	1.7%	246	1.8%	246	2.4%	263	2.7%	232	2.4%	273	2.3%	276	2.1%	2.2%
Vacant	232	2.2%	215	1.6%	150	1.5%	191	1.9%	207	2.1%	267	2.3%	314	2.4%	2.0%
Agricultural	2	0.0%	6	0.0%	3	0.0%	7	0.1%	10	0.1%	18	0.2%	14	0.1%	0.1%
Total	**10,652**	**100.0%**	**13,460**	**100.0%**	**10,269**	**100.0%**	**9,819**	**100.0%**	**9,628**	**100.0%**	**11,633**	**100.0%**	**13,140**	**100.0%**	

Source: Ocala Fire Rescue

Table A-6

OFR Distribution of Staff Time by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Single Family	4,142	36.1%	5,128	36.2%	4,650	41.1%	4,373	38.9%	4,420	39.1%	4,433	34.3%	4,948	33.9%	37.0%
Multi-Family	1,345	11.7%	1,707	12.0%	1,531	13.5%	1,503	13.4%	1,656	14.6%	2,070	16.0%	2,046	14.0%	13.6%
Commercial	4,798	41.8%	5,864	41.4%	3,774	33.3%	3,960	35.2%	4,101	36.3%	5,056	39.1%	5,905	40.5%	38.4%
Industrial/Warehouse	389	3.4%	375	2.6%	403	3.6%	401	3.6%	330	2.9%	494	3.8%	599	4.1%	3.4%
Institutional	350	3.1%	491	3.5%	452	4.0%	381	3.4%	287	2.5%	275	2.1%	351	2.4%	3.0%
Government	197	1.7%	292	2.1%	217	1.9%	271	2.4%	234	2.1%	223	1.7%	251	1.7%	1.9%
Vacant	250	2.2%	318	2.2%	284	2.5%	341	3.0%	268	2.4%	328	2.5%	476	3.3%	2.6%
Agricultural	4	0.0%	4	0.0%	15	0.1%	16	0.1%	13	0.1%	62	0.5%	11	0.1%	0.1%
Total	**11,475**	**100.0%**	**14,179**	**100.0%**	**11,326**	**100.0%**	**11,246**	**100.0%**	**11,309**	**100.0%**	**12,941**	**100.0%**	**14,587**	**100.0%**	

Source: Ocala Fire Rescue

Note: Staff time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of personnel on scene

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Table A-7

OFR Distribution of Vehicle Time by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Single Family	1,841	35.9%	2,259	36.0%	2,082	40.7%	1,891	38.3%	1,905	38.8%	1,884	33.6%	2,236	34.4%	36.6%
Multi-Family	586	11.4%	747	11.9%	697	13.6%	654	13.2%	718	14.6%	888	15.9%	894	13.7%	13.5%
Commercial	2,166	42.2%	2,620	41.6%	1,718	33.5%	1,753	35.5%	1,777	36.1%	2,203	39.4%	2,615	40.1%	38.5%
Industrial/Warehouse	182	3.5%	173	2.7%	189	3.7%	188	3.8%	157	3.2%	233	4.2%	287	4.4%	3.7%
Institutional	158	3.1%	222	3.5%	211	4.1%	175	3.5%	135	2.7%	125	2.2%	159	2.4%	3.1%
Government	89	1.7%	134	2.1%	102	2.0%	127	2.6%	110	2.2%	99	1.8%	114	1.7%	2.0%
Vacant	113	2.2%	136	2.2%	119	2.3%	148	3.0%	112	2.3%	135	2.4%	207	3.2%	2.5%
Agricultural	2	0.0%	2	0.0%	7	0.1%	7	0.1%	5	0.1%	26	0.5%	5	0.1%	0.1%
Total	**5,137**	**100.0%**	**6,293**	**100.0%**	**5,125**	**100.0%**	**4,943**	**100.0%**	**4,919**	**100.0%**	**5,593**	**100.0%**	**6,517**	**100.0%**	

Source: Ocala Fire Rescue

Note: Vehicle time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of units on scene

Table A-8

OFR Distribution of Total Resources by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Single Family	5,983	36.1%	7,387	36.1%	6,732	41.0%	6,264	38.8%	6,325	39.1%	6,317	34.0%	7,184	38.8%	**36.7%**
Multi-Family	1,931	11.6%	2,454	12.0%	2,228	13.6%	2,157	13.3%	2,374	14.6%	2,958	16.0%	2,940	15.9%	**13.6%**
Commercial	6,964	41.9%	8,484	41.4%	5,492	33.4%	5,713	35.3%	5,878	36.2%	7,259	39.2%	8,520	46.0%	**38.5%**
Industrial/Warehouse	571	3.4%	548	2.7%	592	3.6%	589	3.6%	487	3.0%	727	3.9%	886	4.8%	**3.5%**
Institutional	508	3.1%	713	3.5%	663	4.0%	556	3.4%	422	2.6%	400	2.2%	510	2.8%	**3.0%**
Government	286	1.7%	426	2.1%	319	1.9%	398	2.5%	344	2.1%	322	1.7%	365	2.0%	**2.0%**
Vacant	363	2.2%	454	2.2%	403	2.4%	489	3.0%	380	2.3%	463	2.5%	683	3.7%	**2.6%**
Agricultural	6	0.0%	6	0.0%	22	0.1%	23	0.1%	18	0.1%	88	0.5%	16	0.1%	**0.1%**
Total	**16,612**	**100.0%**	**20,472**	**100.0%**	**16,451**	**100.0%**	**16,189**	**100.0%**	**16,228**	**100.0%**	**18,534**	**100.0%**	**21,104**	**114.1%**	

Source: Ocala Fire Rescue

Note: Total resources are calculated as the sum of total staff time and total vehicle time

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Appendix B
Ocala Fire Rescue
FY 2023
Budget Summary Detail

Docusign Envelope ID: E74B1A19-2485-8A52-83C2-B1513BE244DF

Table B-1

Ocala Fire Rescue FY 2023 Budget Expenditures

Account	Description	Category	Revised Budget	ALS/Non-ALS
001-019-019-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$457,326	Both
001-019-019-522-52-15050	Special Pay - Executive Life	Personnel	$234	Both
001-019-019-522-52-15090	Special Pay - Fire Allowance	Personnel	$7,620	Both
001-019-019-522-52-15091	Special Pay - Fire Stipend	Personnel	$1,000	Both
001-019-019-522-52-21010	Fica Taxes	Personnel	$35,005	Both
001-019-019-522-52-22012	Retirement - Gen Emp - Dc	Personnel	$22,986	Both
001-019-019-522-52-22039	Retirement - Ff Contract Emp	Personnel	$27,627	Both
001-019-019-522-52-23010	Life & Health Insurance	Personnel	$68,892	Both
001-019-019-522-52-24010	Workers' Compensation	Personnel	$6,750	Both
001-019-019-522-52-31010	Professional Services - Other	Operating	$143,590	Non-ALS
001-019-019-522-52-31099	Information Technology Alloca	Operating	$29,542	Both
001-019-019-522-52-34010	Other Services	Operating	$159,610	Both
001-019-019-522-52-41010	Communication Serv - Outside	Operating	$32,000	Both
001-019-019-522-52-41099	Ocala Fiber Network Allocatio	Operating	$145,166	Both
001-019-019-522-52-41199	800 Mhz Allocation	Operating	$114,165	Both
001-019-019-522-52-42010	Freight & Postage Services	Operating	$5,000	Both
001-019-019-522-52-43010	Utility Services	Operating	$200,608	Both
001-019-019-522-52-45099	Insurance Services Allocation	Operating	$500,337	Both
001-019-019-522-52-46010	Repair & Maintenance	Operating	$31,000	Both
001-019-019-522-52-46011	Fleet Maintenance	Operating	$425,000	Both
001-019-019-522-52-47000	Printing & Binding	Operating	$3,300	Both
001-019-019-522-52-47099	Copy Contract Allocation	Operating	$4,550	Both
001-019-019-522-52-48010	Promotional Activities	Operating	$19,650	Non-ALS
001-019-019-522-52-51010	Office Supplies	Operating	$6,500	Non-ALS
001-019-019-522-52-52010	Operating Supplies - Other	Operating	$156,987	Both
001-019-019-522-52-52020	Operating Supplies - Fuel	Operating	$196,300	Both
001-019-019-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$112,100	Non-ALS
001-019-601-522-52-46010	Repair & Maintenance	Operating	$62,145	Both
001-019-602-522-66-64010	Machinery & Equip $5,000+	Capital	$150,167	Both
001-019-603-522-52-52010	Operating Supplies - Other	Operating	$15,720	Both
001-019-603-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$3,800	Non-ALS
001-019-910-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$8,780,801	Both
001-019-910-522-52-14010	Overtime	Personnel	$714,724	Both
001-019-910-522-52-15010	Special Pay	Personnel	$90,000	Both
001-019-910-522-52-15050	Special Pay - Executive Life	Personnel	$546	Both
001-019-910-522-52-15090	Special Pay - Fire Allowance	Personnel	$218,660	Both
001-019-910-522-52-15091	Special Pay - Fire Stipend	Personnel	$67,000	Both
001-019-910-522-52-21010	Fica Taxes	Personnel	$761,544	Both
001-019-910-522-52-22012	Retirement - Gen Emp - Dc	Personnel	$503	Both
001-019-910-522-52-22039	Retirement - Ff Contract Emp	Personnel	$3,149,467	Both
001-019-910-522-52-23010	Life & Health Insurance	Personnel	$1,534,086	Both
001-019-910-522-52-24010	Workers' Compensation	Personnel	$421,211	Both
001-019-910-522-52-31099	Information Technology Alloca	Operating	$475,956	Both
001-019-910-522-52-34010	Other Services	Operating	$110,918	Both
001-019-910-522-52-46010	Repair & Maintenance	Operating	$51,700	Both
001-019-910-522-52-48010	Promotional Activities	Operating	$1,000	Non-ALS
001-019-910-522-52-52010	Operating Supplies - Other	Operating	$243,089	Both
001-019-910-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$48,031	Both
001-019-910-522-66-64010	Machinery & Equip $5,000+	Capital	$110,000	Both
001-019-911-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$832,504	Both
001-019-911-522-52-14010	Overtime	Personnel	$55,620	Both
001-019-911-522-52-15010	Special Pay	Personnel	$7,300	Both
001-019-911-522-52-15050	Special Pay - Executive Life	Personnel	$78	Both
001-019-911-522-52-15090	Special Pay - Fire Allowance	Personnel	$32,678	Both
001-019-911-522-52-15091	Special Pay - Fire Stipend	Personnel	$4,000	Both
001-019-911-522-52-21010	Fica Taxes	Personnel	$71,205	Both
001-019-911-522-52-22039	Retirement - Ff Contract Emp	Personnel	$221,015	Both
001-019-911-522-52-23010	Life & Health Insurance	Personnel	$94,445	Both
001-019-911-522-52-24010	Workers' Compensation	Personnel	$25,336	Both
001-019-911-522-52-31099	Information Technology Alloca	Operating	$29,542	Both
001-019-911-522-52-34010	Other Services	Operating	$17,550	Both
001-019-911-522-52-40010	Travel Training & Per Diem	Operating	$200,130	Both
001-019-911-522-52-46010	Repair & Maintenance	Operating	$1,500	Non-ALS
001-019-911-522-52-47000	Printing & Binding	Operating	$5,100	Both
001-019-911-522-52-52010	Operating Supplies - Other	Operating	$33,997	Both
001-019-911-522-52-54010	Books, Pub, Subscript,&Me	Operating	$18,805	Both
001-099-999-522-81-22008	Retirement - Gen Emp Db-Old	Personnel	$31,347	Both
001-099-999-522-81-22039	Retirement - Ff Contract Emp	Personnel	$541,289	Both
Total			**$22,147,354**	-

Source: City of Ocala Fire Department

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Table B-2

Ocala Fire Rescue FY 2023 Budget Revenues

Account	Description	2023 Amended Revenue
001-342-000-000-02-34220	Fire False Alarm Fees	$14,000
001-342-000-000-02-34222	Fire Plan Review	$175,000
001-342-000-000-02-34290	MC AUTO AID FIRE	$252,700
001-335-000-000-05-33521	St Sh Revn-Firefghtr Sup Comps	$30,000
001-369-000-000-16-39214	Reimb From Fire Pension	$14,364
Total		**$486,064**

Source: City of Ocala Fire Department

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Appendix C
Property Code Classifications

Docusign Envelope ID: E74B1A19-2485-8A52-83C2-B1513BE244DF

Appendix C

This appendix documents land use classifications used for incidents and for residential units and non-residential square footage.

Table C-1 details the property code classifications from the National Fire Incidents Reporting System. These codes are applied to each fire rescue incident report. The "fire assessment incident category" illustrates how these codes were categorized for the land use categories used in the fire assessment update.

Table C-2 details the property class code classifications from the Marion County Property Appraiser's Office. Property class codes used by the Marion County Property Appraiser correspond to the Department of Revenue (DOR) codes. These codes are applied to each parcel in the City of Ocala. The "fire assessment land use category" illustrates how these codes were categorized for the land use categories used in the fire assessment update. Additional building detail was reviewed, including the improvement type and interior finish type; however, based on information provided by the Fire Department on the classification of incidents, the property class code was used for the fire assessment update.

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Table C-1
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
0	Other	Other	n/a
00	Other	Other	n/a
000	Other	Property Use, Other	n/a
100	Assembly	Assembly, other	Commercial
110	Assembly	Fixed use recreation places, other	Commercial
111	Assembly	Bowling alley	Commercial
112	Assembly	Billiard center, pool hall	Commercial
113	Assembly	Variable use amusement, recreation places	Commercial
114	Assembly	Ice rink: indoor, outdoor	Commercial
115	Assembly	Roller rink: indoor or outdoor	Commercial
116	Assembly	Swimming facility: indoor or outdoor	Commercial
120	Assembly	Amusement center: indoor/outdoor	Commercial
121	Assembly	Ballroom, gymnasium	Commercial
122	Assembly	Convention center, exhibition hall	Commercial
123	Assembly	Stadium, arena	Commercial
124	Assembly	Playground	Government
129	Assembly	Amusement center, indoor/outdoor	Commercial
130	Assembly	Places of worship, funeral parlors	Institutional
131	Assembly	Church, mosque, synagogue, temple, chapel	Institutional
134	Assembly	Funeral parlor	Commercial
140	Assembly	Clubs, other	Commercial
141	Assembly	Athletic/health club	Commercial
142	Assembly	Clubhouse	Commercial
143	Assembly	Yacht club	Commercial
144	Assembly	Casino, gambling clubs	Commercial
150	Assembly	Public or government, other	Government
151	Assembly	Library	Government
152	Assembly	Museum	Commercial
154	Assembly	Memorial structure, including monuments & statues	Vacant
155	Assembly	Courthouse	Government
160	Assembly	Eating, drinking places	Commercial
161	Assembly	Restaurant or cafeteria	Commercial
162	Assembly	Bar or nightclub	Commercial
170	Assembly	Passenger terminal, other	Commercial
171	Assembly	Airport passenger terminal	Commercial
173	Assembly	Bus station	Commercial
174	Assembly	Rapid transit station	Commercial
180	Assembly	Studio/theater, other	Commercial
181	Assembly	Live performance theater	Commercial
182	Assembly	Auditorium or concert hall	Commercial
183	Assembly	Movie theater	Commercial
185	Assembly	Radio TV Studio	Commercial
186	Assembly	Film/movie production studio	Commercial
200	Educational	Educational, other	Institutional
210	Educational	Schools, non-adult	Institutional
211	Educational	Preschool	Commercial
213	Educational	Elementary school, including kindergarten	Institutional
215	Educational	High school/junior high school/middle school	Institutional
240	Educational	None	n/a
241	Educational	Adult education center, college classroom	Institutional
250	Educational	Day care, other (conversion only)	Institutional
254	Educational	Day care, in commercial property	Commercial
255	Educational	Day care, in residence, licensed	Single Family
256	Educational	Day care, in residence, unlicensed	Single Family
300	Health Care, Detention & Correction	Health care, detention, & correction, other	Government
311	Health Care, Detention & Correction	24-hour care nursing homes, 4 or more persons	Commercial
321	Health Care, Detention & Correction	Mental retardation/development disability facility	Commercial
322	Health Care, Detention & Correction	Alcohol or substance abuse recovery center	Commercial
323	Health Care, Detention & Correction	Asylum, mental institution	Commercial
331	Health Care, Detention & Correction	Hospital - medical or psychiatric	Commercial
332	Health Care, Detention & Correction	Hospices	Commercial
340	Health Care, Detention & Correction	Clinics, Doctors offices, hemodialysis centers	Commercial
341	Health Care, Detention & Correction	Clinic, clinic-type infirmary	Commercial
342	Health Care, Detention & Correction	Doctor, dentist or oral surgeons office	Commercial
343	Health Care, Detention & Correction	Hemodialysis unit	Commercial
361	Health Care, Detention & Correction	Jail, prison (not juvenile)	Government
363	Health Care, Detention & Correction	Reformatory, juvenile detention center	Government
365	Health Care, Detention & Correction	Police station	Government
400	Residential	Residential, other	Single Family
419	Residential	1 or 2 family dwelling	Single Family
429	Residential	Multifamily dwellings	Multi-Family
439	Residential	Boarding/rooming house, residential hotels	Commercial
449	Residential	Hotel/motel, commercial	Commercial
459	Residential	Residential board and care	Institutional
460	Residential	Dormitory type residence, other	Multi-Family
462	Residential	Sorority house, fraternity house	Multi-Family
464	Residential	Barracks, dormitory	Multi-Family

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Table C-1 (Continued)
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
500	Mercantile, Business	Mercantile, business, other	Commercial
509	Mercantile, Business	None	Commercial
511	Mercantile, Business	Convenience store	Commercial
519	Mercantile, Business	Food and beverage sales, grocery store	Commercial
529	Mercantile, Business	Textile, wearing apparel sales	Commercial
539	Mercantile, Business	Household goods, sales, repairs	Commercial
549	Mercantile, Business	Specialty shop	Commercial
557	Mercantile, Business	Personal service, including barber & beauty shops	Commercial
559	Mercantile, Business	Recreational, hobby, home repair sales, pet store	Commercial
564	Mercantile, Business	Laundry, dry cleaning	Commercial
569	Mercantile, Business	Professional supplies, services	Commercial
571	Mercantile, Business	Service station, gas station	Commercial
579	Mercantile, Business	Motor vehicle or boat sales, services, repair	Commercial
580	Mercantile, Business	General retail, other	Commercial
581	Mercantile, Business	Department or discount store	Commercial
592	Mercantile, Business	Bank	Commercial
593	Mercantile, Business	Office: veterinary or research	Commercial
596	Mercantile, Business	Post office or mailing firms	Commercial
599	Mercantile, Business	Business office	Commercial
600	Industrial, Utility, Defense, Agr, Mining	Utility, defense, agriculture, mining, other	Industrial/Warehouse
610	Industrial, Utility, Defense, Agr, Mining	Electric generating plant	Industrial/Warehouse
614	Industrial, Utility, Defense, Agr, Mining	Energy production plant, other	Industrial/Warehouse
615	Industrial, Utility, Defense, Agr, Mining	Electric-generating plant	Industrial/Warehouse
629	Industrial, Utility, Defense, Agr, Mining	Laboratory or science laboratory	Commercial
631	Industrial, Utility, Defense, Agr, Mining	Defense, military installation	Government
632	Industrial, Utility, Defense, Agr, Mining	None	Industrial/Warehouse
635	Industrial, Utility, Defense, Agr, Mining	Computer center	Commercial
639	Industrial, Utility, Defense, Agr, Mining	Communications center	Commercial
640	Industrial, Utility, Defense, Agr, Mining	Utility or distribution system, other	Industrial/Warehouse
642	Industrial, Utility, Defense, Agr, Mining	Electrical distribution	Industrial/Warehouse
644	Industrial, Utility, Defense, Agr, Mining	Gas distribution, pipeline, gas distribution	Industrial/Warehouse
645	Industrial, Utility, Defense, Agr, Mining	Flammable liquid distribution, pipeline, flammable	Industrial/Warehouse
647	Industrial, Utility, Defense, Agr, Mining	Water utility	Industrial/Warehouse
648	Industrial, Utility, Defense, Agr, Mining	Sanitation utility	Industrial/Warehouse
655	Industrial, Utility, Defense, Agr, Mining	Crops or orchard	Agricultural
659	Industrial, Utility, Defense, Agr, Mining	Livestock production	Agricultural
669	Industrial, Utility, Defense, Agr, Mining	Forest, timberland, woodland	Agricultural
679	Industrial, Utility, Defense, Agr, Mining	Mine, quarry	Agricultural
700	Manufacturing, Processing	Manufacturing, processing	Industrial/Warehouse
800	Storage	Storage, other	Industrial/Warehouse
807	Storage	Outside material storage area	Industrial/Warehouse
808	Storage	Outbuilding or shed	Industrial/Warehouse
816	Storage	Grain elevator, silo	Industrial/Warehouse
819	Storage	Livestock, poultry storage	Industrial/Warehouse
839	Storage	Refrigerated storage	Industrial/Warehouse
849	Storage	Outside storage tank	Industrial/Warehouse
880	Storage	Vehicle storage, other	Industrial/Warehouse
881	Storage	Parking garage (Detached residential garage)	n/a
882	Storage	Parking garage, general vehicle	n/a
888	Storage	Fire station	Government
891	Storage	Warehouse	Industrial/Warehouse
898	Storage	Dock, marina, pier, wharf	Industrial/Warehouse
899	Storage	Residential or self storage units	Commercial
900	Outside or Special Property	Outside or special property, other	Vacant
919	Outside or Special Property	Dump, sanitary landfill	Industrial/Warehouse
921	Outside or Special Property	Bridge, trestle	n/a
922	Outside or Special Property	Tunnel	n/a
926	Outside or Special Property	Outbuilding, protective shelter	n/a
931	Outside or Special Property	Open land or field	Vacant
935	Outside or Special Property	Campsite with utilities	Vacant
936	Outside or Special Property	Vacant lot	Vacant
937	Outside or Special Property	Beach	n/a
938	Outside or Special Property	Graded and cared-for plots of land	Vacant
940	Outside or Special Property	Water area, other	n/a
941	Outside or Special Property	Open ocean, sea or tidal waters	n/a
946	Outside or Special Property	Lake, river, stream	n/a
951	Outside or Special Property	Railroad right of way	n/a
952	Outside or Special Property	Railroad yard	n/a
960	Outside or Special Property	Street, other	n/a
961	Outside or Special Property	Highway or divided highway	n/a
962	Outside or Special Property	Residential street, road or residential driveway	n/a
963	Outside or Special Property	Street or road in commercial area	n/a
965	Outside or Special Property	Vehicle parking area	n/a
972	Outside or Special Property	Aircraft runway	n/a
973	Outside or Special Property	Aircraft taxi-way	n/a
974	Outside or Special Property	Aircraft loading area	n/a
981	Outside or Special Property	Construction site	Vacant
982	Outside or Special Property	Oil or gas field	Vacant

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Table C-1 (Continued)
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
983	Outside or Special Property	Pipeline, power line or other utility right of way	Vacant
984	Outside or Special Property	Industrial plant yard - area	Industrial/Warehouse
1500	Outside or Special Property	Public or Government, other	Institutional
1501	Outside or Special Property	Public or Government, other	Institutional
3230	Outside or Special Property	Asylum, mental institution	Institutional
3231	Outside or Special Property	Asylum, mental institution	Institutional
9600	Outside or Special Property	Street, other	n/a
9601	Outside or Special Property	Street, other	n/a
400M	Residential	Residential, other	Single Family
400R	Residential	Residential, other	Single Family
400V	Residential	Residential, other	Single Family
419M	Residential	1 or 2 family dwelling	Single Family
NNN	Outside or Special Property	None	n/a
UUU	Outside or Special Property	Undetermined	n/a

Source: National Fire Incident Reporting System (NFIRS)

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Table C-2
Property Code Classifications – Land Use

PC	Description	Fire Assessment Land Use Category
0	VACANT RESIDENTIAL	Vacant
1	IMPROVED RESIDENTIAL	Single Family/Duplex
2	IMPROVED MOBILE HOME	Single Family/Duplex
3	MULTI-FAMILY 10 OR MORE UNITS	Multi-Family/Condo
4	CONDOMINIUM RESIDENTIAL	Multi-Family/Condo
5	COOPERATIVE	Single Family/Duplex
6	RETIREMENT HOME - TAXABLE	Multi-Family/Condo
7	BOARDING HOMEMIGRANT CAMPETC	Multi-Family/Condo
8	MULTI-FAMILY 09 OR LESS UNITS	Multi-Family/Condo
9	RESIDENTIAL COMMON ELEMENTS	n/a
10	VACANT COMMERCIAL	Vacant
11	ONE STORY STORE	Commercial
12	COMMERCIALRESIDENTIAL MIXED	Commercial
13	DEPARTMENT STORE	Commercial
14	MARKET	Commercial
15	REGIONAL SHOPPING CENTER	Commercial
16	COMMUNITY SHOPPING CENTER	Commercial
17	01 STY OFFICENON PROFESSIONAL	Commercial
18	MULTI-STY OFFICENON PROFESSNL	Commercial
19	PROFESSIONAL SERVICES	Commercial
20	TERMINAL-AIRBUSTRAINMARINE	Commercial
21	RESTAURANTCAFETERIA	Commercial
22	RESTAURANTDRIVE-IN	Commercial
23	FINANCIAL INSTITUTION	Commercial
24	INSURANCE OFFICE	Commercial
25	SERVICE REPAIR - NON VEHICLE	Commercial
26	GASOLINE SERVICE STATION	Commercial
27	VEHICLE SALES REPAIR	Commercial
28	PARKING LOT	Commercial
29	WHOLESALE OUTLET	Commercial
30	FLORISTGREENHOUSE	Commercial
31	THEATERDRIVE-INSTADIUM	Commercial
32	THEATERENCLOSEDSTADIUM	Commercial
33	NIGHTCLUBBARLIQUOR SERVICE	Commercial
34	BOWLING ALLEYARENA	Commercial
35	TOURISTEXHIBIT	Commercial
36	CAMPSCAMPGROUNDS	Commercial
37	RACE TRACK - AUTODOGHORSE	Commercial
38	GOLF COURSEDRIVING RANGE	Commercial
39	HOTELMOTEL	Commercial
40	VACANT INDUSTRIAL	Vacant
41	LIGHT MANUFACTURING	Industrial
42	HEAVY MANUFACTURING	Industrial
43	LUMBER YARDSAWMILL	Industrial
44	PACKING PLANT	Industrial
45	CANNERYBOTTLER	Industrial
46	FOOD PROCESSING	Industrial
47	MINERAL PROCESSING	Industrial
48	WAREHOUSEDISTRIBUTION	Industrial
49	STORAGEJUNK YARD	Industrial
50	RURAL BUILDING SITE	Agricultural
51	CROPLAND CLASS 1	Agricultural

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Table C-2 (continued)
Property Code Classifications – Land Use

PC	Description	Fire Assessment Land Use Category
52	CROPLAND CLASS 2	Agricultural
53	CROPLAND CLASS 3	Agricultural
54	TIMBER CLASS 1	Agricultural
55	TIMBER CLASS 2	Agricultural
56	TIMBER CLASS 3	Agricultural
57	TIMBER CLASS 4	Agricultural
58	TIMBER CLASS 5	Agricultural
59	TIMBER NOT CLASSIFIED	Agricultural
60	GRAZING CLASS 1	Agricultural
61	GRAZING CLASS 2	Agricultural
62	GRAZING CLASS 3	Agricultural
63	GRAZING CLASS 4	Agricultural
64	GRAZING CLASS 5	Agricultural
65	GRAZING CLASS 6	Agricultural
66	CITRUS GROVEORCHARD	Agricultural
67	BEESFISHRABBITSETC	Agricultural
68	DAIRYFEED LOT	Agricultural
69	ORNAMENTALMISCELLANEOUS AGRIC	Agricultural
70	VACANT INSTITUTIONAL	Vacant
71	IMPROVED - CHURCH	Institutional
72	SCHOOL - COLLEGEPRIVATE	Institutional
73	HOSPITALPRIVATE	Institutional
74	RETIREMENT HOMEEXEMPT	Institutional
75	CHARITABLE SERVICESORPHANAGE	Institutional
76	DEATH SERVICES	Institutional
77	CLUB LODGE UNION HALL	Institutional
78	REST HOME	Institutional
79	CULTURAL	Institutional
80	HORSE FARMS TANGIBLE ONLY	n/a
81	MILITARY	Government
82	FORESTPARKRECREATIONAL	Government
83	SCHOOLPUBLIC	Government
84	COLLEGEPUBLIC	Government
85	HOSPITALPUBLIC	Government
86	COUNTY PROPERTY	Government
87	STATE PROPERTY	Government
88	FEDERAL PROPERTY	Government
89	MUNICIPAL PROPERTY	Government
90	LEASEHOLD INTERESTS	n/a
91	UTILITIES	n/a
92	MINING	n/a
93	SUBSURFACE RIGHTS	n/a
94	RIGHTS-OF-WAY	n/a
95	RIVERLAKESUBMERGED	n/a
96	SEWAGEWASTEBARROW	n/a
97	RECREATIONAL CLASSIFIED USE	n/a
98	CENTRALLY ASSESSED	n/a
99	ACREAGENON CLASSIFIED USE	n/a

Source: Marion County Property Appraiser

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The Final Roll 2026 Assessment can be viewed and/or copied at:
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Certificate Of Completion

Envelope Id: E74B1A19-2485-8A52-83C2-B1513BE244DF
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Signatures: 4
Certificate Pages: 5
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Ocala, FL 34471
aadolf@ocalafl.gov
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Electronic Record and Signature Disclosure: Accepted: 6/3/2026 10:08:25 AM ID: 1cea767e-30e9-4ac1-aecd-fc1ab47cdf14		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2026 9:57:29 AM Viewed: 6/9/2026 10:19:35 AM Signed: 6/9/2026 10:20:00 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2026 10:20:04 AM Viewed: 6/9/2026 2:50:22 PM Signed: 6/9/2026 2:50:38 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2026 2:50:22 PM ID: d3b40e58-77aa-469b-872e-ac377ceb88a7		
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: 6/9/2026 2:50:41 PM Viewed: 6/9/2026 3:14:52 PM Signed: 6/9/2026 3:15:14 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2026 9:48:58 AM
Envelope Updated	Security Checked	6/8/2026 2:52:23 PM
Envelope Updated	Security Checked	6/8/2026 2:52:23 PM
Envelope Updated	Security Checked	6/8/2026 2:52:23 PM
Envelope Updated	Security Checked	6/8/2026 2:52:24 PM
Envelope Updated	Security Checked	6/8/2026 2:52:24 PM
Certified Delivered	Security Checked	6/9/2026 3:14:52 PM
Signing Complete	Security Checked	6/9/2026 3:15:14 PM
Completed	Security Checked	6/9/2026 3:15:14 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Withdrawing your consent

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

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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.

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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: 843C908E-DFB5-88B7-8116-8F02D956ED30

FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR PARKING LOT IMPROVEMENT PROGRAM PROJECTS

THIS FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR PARKING LOT IMPROVEMENT PROGRAM PROJECTS ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION ROCK, LLC,** a limited liability company duly organized in and authorized to do business in the state of Florida (EIN: 59-3402323) ("Contractor").

WHEREAS, on May 12, 2026, City and Contractor entered into a Construction Services Agreement for Parking Lot Improvement Program Projects (the "Original Agreement"), City of Ocala Contract No.: CIP/250996; and

WHEREAS, the Contract Term start and end dates were incorrect in the Original Agreement; and

WHEREAS, City and Contractor wish to amend the Original Agreement to reflect the correct start and end dates for the initial Contract Term.

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. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **APRIL 22, 2026** and continue in effect for a term of **TWO (2) YEARS**, through and including **APRIL 21, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Marion Rock, LLC
Attention: Ryan Boutwell, Vice President
5979 SE Maricamp Road
Ocala, Florida 34472
Phone: 352-687-2023
E-mail: ryan.marionrock75@gmail.com
nicole.marionrock@gmail.com

Docusign Envelope ID: 843C908E-DFB5-88B7-8116-8F02D956ED30

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

5. **COUNTERPARTS.** This 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: 843C908E-DFB5-88B7-8116-8F02D956ED30

IN WITNESS WHEREOF, the parties have executed this First Amendment on 5/29/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB357f4Q38E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
c5677F71588874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8E5D04F3...

William E. Sexton, Esq.
City Attorney

MARION ROCK, LLC

DocuSigned by:
Ryan Boutwell
287A20FCDCF441A...

By: Ryan Boutwell
(Printed Name)

Title: President
(Title)

Certificate Of Completion

Envelope Id: 843C908E-DFB5-88B7-8116-8F02D956ED30
Status: Completed
Subject: FOR SIGNATURE - Amendment 1 - Parking Lot Improvement Program (CIP/250996)
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:
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
5/14/2026 3:16:12 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ryan Boutwell ryan.marionrock75@gmail.com President Marion rock inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Ryan Boutwell 287A20FCDCF441A... Signature Adoption: Pre-selected Style Using IP Address: 216.255.254.9	Sent: 5/14/2026 3:21:28 PM Viewed: 5/18/2026 11:42:03 AM Signed: 5/18/2026 11:42:11 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 11:42:03 AM ID: cb268a8d-3129-46ad-bfa7-4dade30871ea		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 11:42:12 AM Viewed: 5/20/2026 2:59:48 PM Signed: 5/20/2026 3:00:02 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/20/2026 3:00:04 PM Viewed: 5/29/2026 8:25:30 AM Signed: 5/29/2026 8:34:02 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: 5/29/2026 8:34:03 AM Viewed: 6/3/2026 10:11:59 AM Signed: 6/3/2026 10:12:10 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 10:11:59 AM ID: cf4fee91-d6d9-49bf-a682-ad6f4cd9ecc0		

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
Samuel Grant sgrant@ocalafl.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 6/3/2026 10:12:17 AM Viewed: 6/3/2026 1:46:29 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2026 3:21:28 PM
Certified Delivered	Security Checked	6/3/2026 10:11:59 AM
Signing Complete	Security Checked	6/3/2026 10:12:10 AM
Completed	Security Checked	6/3/2026 10:12:17 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: 979B556B-D032-8AF4-8296-82E7CC565B0B

FIRST AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO TRANSFORMER SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **STUART C. IRBY COMPANY, LLC, D/B/A IRBY,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 64-0179050) ("Irby" or "Vendor").

WHEREAS, on March 10, 2026, City and Irby entered into an Agreement for Transformer Supply and Delivery Services (the "Original Agreement"), City of Ocala Contract No.: ELE/260259; and

WHEREAS, the parties have determined that the Original Agreement's existing quarterly price adjustment limit of one and one-half percent (1.5%) per quarter does not reflect the parties' mutually intended pricing mechanism; and

WHEREAS, City and Irby wish to amend the Original Agreement to establish a maximum quarterly increase or decrease of three percent (3%).

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

1. **RECITALS**. City and Irby 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 Irby 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 COMPENSATION - PARAGRAPH 5.A (2).** The language contained in Paragraph 5 A. (2) is hereby deleted and replaced in its entirety with the following:

   Any and all price adjustments shall be subject to a maximum negotiated price increase or decrease of no more than **THREE PERCENT (3%) PER QUARTER** based upon the Producer Price Index by Industry – Electric Power and Specialty Transformer Manufacturing – Power and Distribution Transformers, Except Parts (PPI Index Number PCU3353113353111) and the Price Adjustment Methodology set forth in **Exhibit D – Vendor's Proposa**l. All requests for price adjustments must include proper justification and documentation supporting the adjustment.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Irby:

Stuart C. Irby Company, LLC
Attention: Matt Smith
38 Skyline Drive
Lake Mary, Florida 32746
Phone: 352-267-7572
E-mail: matthewsmith@irby.com

Docusign Envelope ID: 979B556B-D032-8AF4-8296-82E7CC565B0B

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

5. **COUNTERPARTS.** This 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: 979B556B-D032-8AF4-8296-82E7CC565B0B

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/4/2026.

ATTEST:

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

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

STUART C. IRBY COMPANY, LLC, D/B/A IRBY

DocuSigned by:
korby keeney
E13D7762225F4E7...

By: Korby Keeney
(Printed Name)

Title: SVP Utility Sales
(Title)

Certificate Of Completion

Envelope Id: 979B556B-D032-8AF4-8296-82E7CC565B0B
Status: Completed
Subject: SIGNATURE: First Amendment - Transformer Supply and Delivery (Irby) ELE/250274
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:
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
5/29/2026 1:31:51 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Korby Keeney keeney@irby.com SVP Utility Sales Security Level: Email, Account Authentication (None)	DocuSigned by: korby keeney E13D7762225F4E7... Signature Adoption: Pre-selected Style Using IP Address: 165.225.36.81	Sent: 5/29/2026 1:41:11 PM Viewed: 6/1/2026 7:53:25 AM Signed: 6/1/2026 7:53:51 AM
Electronic Record and Signature Disclosure: Accepted: 6/1/2026 7:53:25 AM ID: 89ade297-3b75-4451-9220-ced75e2dd484		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/1/2026 7:53:53 AM Viewed: 6/3/2026 5:20:11 PM Signed: 6/3/2026 5:20:50 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/3/2026 5:20:51 PM Viewed: 6/4/2026 7:51:44 AM Signed: 6/4/2026 7:51:57 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 7:51:44 AM ID: 1aecbfa3-39a9-4713-8476-cd2346f097f4		
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: 6/4/2026 7:51:59 AM Viewed: 6/4/2026 10:06:40 AM Signed: 6/4/2026 10:06:52 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/4/2026 10:06:40 AM ID: 9a1e83b0-d72d-406c-9ec4-b3e24e4da650		

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
Shawn West swest@irby.com RVP - Sales and Operations Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/4/2026 10:06:54 AM
Matthew Smith matthewsmith@irby.com Utility District Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/4/2026 10:06:54 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2026 1:41:11 PM
Certified Delivered	Security Checked	6/4/2026 10:06:40 AM
Signing Complete	Security Checked	6/4/2026 10:06:52 AM
Completed	Security Checked	6/4/2026 10:06:54 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

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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: BC40C908-C313-8040-8388-91502804ED2A

AMENDMENT TO AGREEMENT

THIS AMENDMENT ("**Amendment**") dated as of the last signature date below ("**Amendment Effective Date**") is entered into by and between Fiserv Solutions, LLC, a Wisconsin limited liability company (as converted from Fiserv Solutions, Inc.), with offices located at 600 N. Vel R. Phillips Avenue, Milwaukee, WI 53203 ("**Fiserv**"), and City of Ocala, a Florida municipal corporation, with offices located at 110 SE Watula Ave., Ocala, FL34471 ("**Client**"), and amends the Direct Electronic Payment Delivery Agreement dated August 29, 2023, between Fiserv and Client (as amended through the date hereof, the "**Agreement**").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of Services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement to update terms as further set forth herein;

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.

2. Term. The term of the Agreement is extended through August 28, 2031. All other renewal and termination provisions remain unchanged.

3. Service Fees. The "Per Payment Fee" listed in Section 3 of Exhibit A is increased to $0.08.

4. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

City of Ocala

Signed by:
Signature: Janice Mitchell
55198B43858A4E1...

Name: Janice Mitchell

Title: CFO

Date: 6/4/2026

Fiserv Solutions, LLC

Signed by:
Signature: Ben Sappenfield
5C59DB42976C4AF...

Name: Ben Sappenfield

Title: Authorized Signatory

Date: June 5, 2026 | 08:08 EDT

Fiserv Agr.01074247.0

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

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FARO
3084 AMETEK

C-260524

FARO Technologies, Inc., a business of AMETEK, Inc.
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Joi Haner
Email: joi.haner@faro.com
Sales Support: Ainel Grana
Contact Person: John McDaniel

Quotation No: 06701 23
Quotation Date: 02/26/2026
Expiration Date: 03/28/2026
Lead Times: 2-6 weeks
Tracker: 8-12 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works
Origin

Bill To:

Ocala Police Department - Ocala - FL
402 S Pine Ave
Ocala,FL,34471
US

Ship To:

Ocala Police Department - Ocala - FL
Ocala,United States
402 S Pine Ave
Ocala,FL,34471
US

Notes:

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
SV2-SCNB-1Y-R	**FOCUS Standard Complete Care-1 Yr. Rnwl.** Complete care coverage for Focus Standard scanners. Includes parts and labor for repairs and annual cleaning and calibration. One year renewal. Contract Date: 04/01/2026 - 03/31/2027 LLS081914489	1	$ 5,230	$ 5,230
SMAR0900-1Y SCENE	**SCENE MAINT - 1Y RNWL** Contract Date: 04/01/2026 - 03/31/2027 731853862345581356	1	$ 1,476	$ 1,476

FARO Technologies, Inc., a business of AMETEK, Inc., 125 Technology Park, Lake Mary FL 32746-6204
Phone No: 407-333-9911
www.faro.com

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

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SMAR51007-1Y	**FARO Zone 3D Expert Maintenance Rnwl 1Y** Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. Contract Date: 04/01/2026 - 03/31/2027 2129181767	1	$ 1,200	$ 1,200

Total Unit Price:	**$ 7,906.00**
Sub Total:	$ 7,906.00
Shipping & Handling:	$ 0.00
Total Excluding Tax:	$ 7,906.00
Total Taxes:	$ 0.00
Total Due: (USD)	**$ 7,906.00**

OPTIONAL ITEMS

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT

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**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote, including FARO Negotiated Delivery Terms and Conditions, accepted

DocuSigned by:
Signature: Peter Lee Print: Peter Lee
5BB28E162F2E4C2...
Title: City Manager Date: 6/12/2026
Accounts Payable Name:_____ Email:_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

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PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

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USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com

STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser from FARO Technologies, Inc. ("FARO"), its affiliates, subsidiaries and related companies except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order or quotation issued by FARO or approved by FARO (each, an "Order"). FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. If any conflict exists between local law and any section of these terms and conditions, the local law shall apply and replace only that section. Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by FARO shall be included or incorporated by reference herein. FARO shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that FARO shall not have expressly accepted in writing.

ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS AND ANY ORDER, BOTH OF EITHER OF WHICH MAY BE DELIVERED TO PURCHASER IN ELECTRONIC FORM BY FARO, SHALL BE DEEMED TO HAVE OCCURRED UPON THE EARLIER OF EXECUTING OR ACCEPTING THESE STANDARD TERMS AND CONDITIONS OR TAKING DELIVERY OF ANY PRODUCTS. ANY DEVIATION FROM, OR EXCEPTIONS TO, THESE TERMS AND CONDITIONS MUST BE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FARO.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00 (Definitions).

- **1.0 Payment of Purchase Price**

1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice.If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment.FARO shall be entitled to issue an invoice upon shipment of Product.FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).

1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale, or use of Product.Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.

1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations, or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.

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1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:

a. the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;

b. the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;

c. the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers) hereof;

d. the right to terminate any existing Software license agreement with Purchaser; and

e. the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).

1.05 Except as expressly set forth in Section 4.06 (Factory Repairs), FARO does not permit returns on any Products shipped. In addition, FARO does not permit returns of Software delivered digitally, including Software downloaded by Purchaser or Software activated by a product key received by Purchaser via electronic mail, flash drive, memory card, or similar type of electronic delivery system.

1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.

1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs. FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.

1.08 Given the increased risk of invoice fraud, Purchaser should treat any notification to change details of Seller's bank account with suspicion. FARO will not inform or instruct Purchaser to make remittance or money transfers to any other beneficiary, address or bank account via email. Always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. Verify any requested changes by speaking to a known FARO representative

- **2.0 Delivery and Transportation**

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2.01 Delivery dates set forth in the Order are estimates and not guarantees and are based upon conditions at the time such estimate is given.

2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01 (Force Majeure/ Entire Agreement / Governing Law / Miscellaneous)). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.

2.03 If there is a shortage of Product, excessive demand for Product, or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.

2.04 Responsibility for all costs and risks in any way connected with the storage, transportation, and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit, or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.

2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.

2.06 FARO does not assume any risk for (i) late deliveries of goods, (i) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines)

- **3.0 Installation, Operator Training and Maintenance**

3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product, and setting up of Product for operation.

3.02 Subject to Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers), Purchaser shall be responsible for all maintenance of Product.

3.03 FARO shall invoice training with other Products set forth in the Order, if applicable. Purchaser shall have six (6) months from the date of invoice ("Training Period") to complete training. If training is not completed within the Training Period, FARO may refuse to conduct training at its discretion. Any training not completed within the Training Period is forfeited by the Purchaser.

3.04 Understanding that training is invoiced upon ordering the training and paid in advance, there may be additional penalties for changing training dates in some circumstances. Purchaser may freely cancel or reschedule a confirmed training class with more than ten (10) working days' notice prior to the date of the scheduled training class at no additional cost. If the Purchaser cancels or reschedules a confirmed training class with less than ten working days' notice prior to the date of

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the scheduled training class, but prior to the date of training, Purchaser may be charged up to an additional fifty percent (50%) of the cost of training to reschedule. Rescheduling training on the date of training is not allowed. Any training that is not attended by Purchaser on the confirmed date of the training must be repurchased by Purchaser to be rescheduled.

- **4.0 Warranties and Exclusions; Exclusive Remedies and Disclaimers**

4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will be secure from cyber-threats or operate in an uninterrupted or error free manner.

4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.

4.03 Purchaser understands and agrees that Products sold hereunder are not intended for application in, and shall not be used by Purchaser in the construction or operation of a nuclear installation, a nuclear facility or a nuclear reactor or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved by FARO for such activity or application. FARO disclaims all liability for loss or damage resulting from such unauthorized use and Purchaser shall defend, hold harmless and indemnify FARO against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise. Where FARO approves the application of the Products in a nuclear facility, the Purchaser shall, before the use or provision of such Products, execute a Nuclear Defense and Indemnification Agreement in a form acceptable to FARO.

4.04 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire one (1) year after the day that the Product is shipped from FARO (the "Warranty Period"), at the end of the month during which the Product is shipped.

4.05 To properly make a claim under the Warranties, Purchaser must deliver written notice of the claim to FARO during the Warranty Period, at FARO's contact information set forth on the Order, together with a description of such claim in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any claim reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product, of equal or greater performance, or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation. As for such additional needed repairs, FARO shall quote Purchaser for

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such, which Purchaser can choose or reject such service at its discretion, and return shipping to Purchaser will be at Purchaser's cost and expense.

4.06 The Warranties shall not apply to or cover:

a. Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the abilities for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure, or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.

b. Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, fan filter cleaning and system clock battery replacement.

c. Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with Section 4.11 or FARO's prior express written consent is obtained.

d. Any defect in or related to Product which FARO cannot duplicate with reasonable effort.

e. Any defect in or related to Product caused by materials, including hardware, software, or data not supplied by FARO.

f. Any defect caused or resulting from accident; physical, electrical or magnetic stress; failure of electric power, air condition or environmental controls; or use in or with defective or non-compatible equipment, hardware, software or data.

g. Any defect or problem caused by changes in the operating characteristics of computer systems, hardware, or software developed after Product is delivered.

h. Any Product exported by Purchaser outside of the country of purchase.

i. Any demonstration or used Product.

j. Any services of FARO. **ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

k. Any Third-Party Product sold or included with the Products. Such Third-Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. **OTHERWISE, SUCH THIRD-PARTY PRODUCTS ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

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4.07 Factory Repairs

l. Purchaser agrees to ship Product to FARO in the original packing container.

m. Shipping charges due by Purchaser exclude brokerage fees, duties, taxes and VAT.

n. IF PRODUCT IS UNDER STANDARD WARRANTY: Purchaser agrees to ship Product to FARO at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.

o. IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product, of equal or better performance ("Temporary Replacements"), as appropriate, while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.

p. IF PRODUCT IS NOT UNDER ANY WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.

4.08 FARO may utilize new or refurbished components of Product to perform any Warranty service.

4.09 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust, or replace Product, with a similar or newer product, as provided in Section 4.04.

4.10 DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS, OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PATICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

4.11 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

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4.12 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:

q. Product is currently within the Warranty Period;

r. The new owner is, or becomes, a Certified User; and

s. FARO Customer Service is informed of and approves of the transfer.

4.13 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User approved by FARO Customer Service, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third-party.

4.14 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4.15 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

- **5.0 Limitations of Liability**

5.01 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the Product or inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, losses arising from virus, ransomware, or cyber-attacks, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as when Temporary Replacements are provided per Section 4.06(d)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive, and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from the Product, or test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.

5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.

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5.03 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions and that the same form an essential basis of the bargain between the parties.

- **6.0 Design Changes**

6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date. FARO reserves the right to substitute similar products of the same value without prior notification to the Customer.

6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

- **7.0 Intellectual Property**

7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7.02 Purchaser acknowledges and agrees that the Products (including Software) contains trade secrets, confidential, and proprietary information of FARO and shall maintain all Products (including Software) as confidential and proprietary information of FARO. Purchaser shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, confidential, and proprietary information of FARO than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions or for purpose of making one (1) archival or back-up copy of the Software) alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Products (and Software), in whole or in part, or permit access to or use thereof by any third-party.

7.03 Purchaser acknowledges that any unauthorized use of the Products (and Software), or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions, and permanent injunctions from any such unauthorized use.

7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

- **8.0 Indemnification**

8.01 Purchaser will defend, indemnify, and hold harmless FARO against all claims, losses, liabilities, damages, costs, and expenses either (a) on account of any damage to property or injury or death

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of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule, or regulation

The Purchaser's liability is limited, however to the limits set forth in Florida Statute § 768.28 in force at the time this agreement was entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to the City of Ocala pursuant to Florida law.

- **9.0 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous**

9.01 FARO shall not be liable for any loss, damage, detention, or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including, without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.

9.03 No representative of FARO has any authority to modify, alter, delete, or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.

9.04 For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in the United States District Court for the Middle District of Florida, Orlando Division.

9.05 For Orders in the Europe Union, these terms shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office within the country.

9.06 For Orders outside of the United States of America and the European Union, these terms shall be governed by local law, and the exclusive place of jurisdiction for all disputes between

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FARO and Purchaser shall be the city of FARO's registered office in country or, if no registered office exists, the city of the agent of FARO within the country.

9.07 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

9.08 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.09 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT, OR ACTION RELATED THERETO OR HERETO.

9.10 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit, or other proceeding relates.

9.11 Purchaser agrees to comply with all applicable law. Purchaser shall not export or re-export any Product in violation of applicable export control law, rules or regulations. Deliveries of these goods, products, Software, technologies or know-how-transfer to countries outside the country of sale or to third parties are subject to authorization by FARO or may be prohibited. U.S.-origin goods, products, software, technologies or know-how-transfer which are of at least ten percent (10%) U.S.-origin are liable to U.S. Export Administration Regulations and export outside the country of sale may be prohibited. All export control obligations associated with a resale shall be borne by the exporter.

9.12 Public Records. FARO shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, FARO 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 FARO does not transfer the records to the public agency; and D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of FARO or keep and maintain public records required by the public agency to perform the service. If FARO transfers all public records to the public agency upon completion of the contract, FARO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FARO keeps and maintains public records upon completion of the contract, FARO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

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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 FARO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FARO'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.**

- **10.0 Definitions**

10.01 "Certified User" means any person who has completed at least one full session of product-specific training for Product.

10.02 "FARO" and "FARO Customer Service" means FARO Technologies, Inc.

10.03 "FARO Intellectual Property" means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements, and updates of any Product.

10.04 "Purchaser" means the party buying Product and who is legally obligated under the Order.

10.05 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs, disk drive directory organization, and content, sold pursuant to the Order.

10.06 "Purchase Price" means the agreed-upon price of Product set forth in the Order.

10.07 "Third-Party Product" shall mean any equipment, products, Software, or services of a third-party that FARO sells or makes available to Purchaser under an Order.

FARO Technologies, Inc.

Signature: Signed by: Brian Rasbach EF2D57AD2572442...

Name: Brian Rasbach

Title: Director of Sales

Date: 3/3/2026

City of Ocala

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Name: Peter Lee

Title: City Manager

Date: 6/12/2026

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: 34949EA2-B7D0-8B40-80BE-D978D972A75F
Status: Completed
Subject: SIGNATURE - FARO Focus Standard 2026 Renewal (OPD/260524)
Source Envelope:
Document Pages: 15
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

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Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/13/2026 4:17:08 PM Viewed: 4/28/2026 4:21:32 PM Signed: 6/3/2026 5:07:03 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: 6/3/2026 5:07:04 PM Viewed: 6/12/2026 9:21:19 AM Signed: 6/12/2026 9:21:38 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	4/13/2026 4:17:08 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/12/2026 9:21:19 AM
Signing Complete	Security Checked	6/12/2026 9:21:38 AM
Completed	Security Checked	6/12/2026 9:21:38 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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THIRD AMENDMENT TO AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS

THIS THIRD AMENDMENT TO AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CHARLES WHITE FENCE, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-8367837) ("Contractor").

WHEREAS, on January 5, 2022, City and Charles White Fence, Inc., entered into an Agreement for Stormwater Fencing Installation and Repairs (the "Original Agreement"), City of Ocala Contract No.: PWD/210562, for a term of three years from December 22, 2021 through December 21, 2024; and

WHEREAS, on October 17, 2024, City and Contractor entered into a First Amendment to Agreement for Stormwater Fencing Installation and Repairs (the "First Amendment") to extend the Original Agreement for the first of two (2) one-year renewal periods, from December 22, 2024 to December 21, 2025; and

WHEREAS, on December 18, 2025, City and Contractor entered into a Second Amendment to Agreement for Stormwater Fencing Installation and Repairs (the "Second Amendment") to extend the Original Agreement for the second of two (2) one-year renewal periods, from December 22, 2025 to December 21, 2026, and to revise the line items described in **Exhibit B – Price Proposal**; and

WHEREAS, City and Contractor now desire to further revise the line items described in **Exhibit B – Amended 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 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 Third Amendment.

3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Second Amendment as **Exhibit B – Amended Price Proposal** is hereby deleted and replaced in its entirety with **Amended Exhibit B – Price Proposal**.

4. **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 Contractor:

Charles White Fence, Inc.
Attention: Charles White
6828 NE Jacksonville Road
Ocala, Florida 34479
Phone: 352-369-9592
E-mail: cwhitefence@hotmail.com

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If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8248 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Third 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 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.

7. **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.]

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 6/4/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E64A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

CHARLES WHITE FENCE, INC.

DocuSigned by:
Charles White
936AD13F7B3C41A...

By: Charles White
(Printed Name)

Title: President
(Title of Authorized Signatory)

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	Galvanized Fencing			
1	6' Galvanized fence fabric	FT	$	**5.70**
2	Top Rail (Galvanized)	EA	$	**82.00**
3	Line Post (Galvanized	EA	$	**37.00**
4	End Post (Galvanized)	EA	$	**100.00**
5	Corner Post (Galvanized)	EA	$	**100.00**
6	Tension Wire (Galvanized)	LF	$	**0.25**
7	Wire Ties (Galvanized)	EA	$	**0.20**
8	6' x 14' wide single swing gate (Galvanized)	EA	$	**1,125.00**
9	6' x 12' wide single swing gate (Galvanized)	EA	$	**900.00**
10	6' x 10' wide single swing gate (Galvanized)	EA	$	**775.00**
11	6' x 8' wide single swing gate (Galvanized)	EA	$	**500.00**
12	6' x 6' wide single swing gate (Galvanized)	EA	$	**425.00**
13	6' x 4' wide single swing gate (Galvanized)	EA	$	**400.00**
14	Gate Hinge Kit (Galvanized)	EA	$	**50.00**
15	6" Gate Post (Galvanized)	EA	$	**325.00**
16	4" Gate Post (Galvanized)	EA	$	**155.00**
17	3" Gate Post (Galvanized)	EA	$	**100.00**
18	Post Cap (Galvanized)	EA	$	**6.76**
19	Rail End (Galvanized)	EA	$	**2.00**
20	Brace (Galvanized)	EA	$	**1.78**
21	Tension Band (Galvanized)	EA	$	**1.65**
22	Chain link drop rod kit (Galvanized)	EA	$	**30.00**
	PVC Coated Fencing			
23	6' PVC coated fence fabric	FT	$	**7.65**
24	Line Post ((PVC coated)	EA	$	**50.00**
25	End Post (PVC coated)	EA	$	**126.45**
26	Corner Post (PVC coated)	EA	$	**126.45**
27	Top Rail (PVC coated)	EA	$	**98.49**
29	Tension wire (PVC coated)	LF	$	**0.25**
30	End Pull Corner Post (PVC coated)	EA	$	**126.45**
31	Wire Ties (PVC coated)	EA	$	**0.20**
32	6' x 12' wide single swing gate (PVC coated)	EA	$	**1,058.00**
33	6' x 10' wide single swing gate (PVC coated)	EA	$	**911.00**
34	6' x 8' wide single swing gate (PVC coated)	EA	$	**588.00**
35	6' x 6' wide single swing gate (PVC coated)	EA	$	**500.00**
36	6' x 4' wide single swing gate (PVC coated)	EA	$	**470.00**
37	Gate Hinge Kit (PVC coated)	EA	$	**70.00**
38	6" Gate Post (PVC coated)	EA	$	**544.70**
39	4" Gate Post (PVC coated)	EA	$	**170.00**
40	3" Gate Post (PVC coated)	EA	$	**126.45**
41	Post Cap (PVC coated)	EA	$	**6.20**
42	Rail End (PVC coated)	EA	$	**4.70**
43	Brace (PVC coated)	EA	$	**2.60**
44	Tension Band (PVC coated)	EA	$	**2.30**
45	Drop rod kit (Powder coated)	EA	$	**60.00**
	Decorative Aluminum Fencing			
46	6' x 8' decorative aluminum fence panel	EA	$	**305.00**
47	Decorative aluminum fence panel post	EA	$	**55.00**
48	6' x 4' decorative aluminum walkthrough gate	EA	$	**620.00**
49	6' x 8' decorative aluminum swing gate	EA	$	**1,100.00**
50	6' x 10' decorative aluminum gate	EA	$	**1,180.00**
51	6' x 12' decorative aluminum gate	EA	$	**1,295.00**

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52	4" decorative aluminum post	EA	$ 80.00
53	6" decorative aluminum post	EA	$ 250.00
86	2.5" sq x 130" 0.75 line post	EA	$ 75.00
87	2.5" sq x 130" 0.75 gate post		$ 75.00
88	4" sq x 130' .125 gate post	EA	$ 99.00
89	LLAA Lokk Latch	EA	$ 40.00
90	Q Bolt - 24" Drop Rod	EA	$ 45.00
91	8' x 10' double drive gate with hinges	EA	$ 1,750.00
92	8' x 6' decorative aluminum fence panel	EA	$ 315.00
	FDOT 870/880 2 and 3-Rail		
54	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 10.00
55	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	$ 5.00
56	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 5.00
57	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 10.00
58	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	$ 5.00
59	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 5.00
60	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 10.00
61	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	$ 5.00
62	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 5.00
63	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 10.00
64	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	$ 5.00
65	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 5.00
66	3-Rail Aluminum installation hardware kit	EA	$ 10.00
67	2- Rail Steel installation hardware kit	EA	$ 5.00
68	2-Rail Aluminum installation hardware kit	EA	$ 5.00
69	Removal of and disposal of unsalvageable damaged rail	LF	$ 5.00
	Wood Stockade Fencing		
70	6' x 8' wood stockade fence panel (pressure treated pine)	EA	$ 115.00
71	6' x 8' Wood stockade swing gate (pressure treated pine)	EA	$ 300.00
72	Gate post (pressure treated pine) 4" x 4" x 10'	EA	$ 18.16
	Miscellaneous		
73	Commercial drop rod kit	EA	$ 30.00
93	Quik Rock Bucket	EA	$ 75.00
94	Core drills through concrete	EA	$ 75.00
74	3000 psi Concrete	50 lbs	$ 4.00
75	3' Bulldog hinge	EA	$ 20.00
76	4" Bulldog hinge	EA	$ 25.00
77	8" Bulldog hinge	EA	$ 39.00
78	2" Pressed steel loop cap	EA	$ 3.00
79	Windscreen	LF	$ 3.00
80	Additional clearing with mower (2-man crew with tools)	HR	$ 130.00
81	Additonal clearing with bush hog up to 4" tree (2-man crew with tools)	HR	$ 130.00
82	Installation, Removal, Repair rate charge 2-person crew with tools- straight time (normal working hours: Monday - Friday, 7 AM - 5 PM)	HR	$ 130.00
83	Installation, Removal, Repair rate charge 2-person crew with tools - after hours (outside of normal working hours)	HR	$ 130.00
84	Removal of old fence up to and including 6' high, including labor	LF	$ 2.00
85	Installation and removal of temporary fencing, including materials and labor	LF	$ 8.00
86	6' high tube slats with bottom locks (not installed)	EA	$ 85.00

Certificate Of Completion

Envelope Id: 0AF0C561-94D9-8F5B-80DB-F82DB444E10A
Status: Completed
Subject: FOR SIGNATURE - (PWD/210562) 3rd Amendment - Fence Installation & Repairs - Charles White Fence
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:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/4/2026 1:42:47 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Charles White cwhitefence@hotmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Charles White 936AD13F7B3C41A... Signature Adoption: Pre-selected Style Using IP Address: 2001:579:2478:1c30:11b2:caf2:2dff:eb	Sent: 6/4/2026 1:47:26 PM Viewed: 6/4/2026 1:52:56 PM Signed: 6/4/2026 1:53:36 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 1:52:56 PM ID: 8b6b895b-7770-4568-b32b-eaa011ac203c		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 1:53:38 PM Viewed: 6/4/2026 2:03:12 PM Signed: 6/4/2026 2:03:32 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 2:03:33 PM Viewed: 6/4/2026 2:31:22 PM Signed: 6/4/2026 2:32:10 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: 6/4/2026 2:32:12 PM Viewed: 6/4/2026 2:34:53 PM Signed: 6/4/2026 2:35:05 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/4/2026 2:34:53 PM ID: 54942f73-ad9a-419d-9e29-73948c6078ff		

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	6/4/2026 1:47:26 PM
Envelope Updated	Security Checked	6/4/2026 1:48:34 PM
Certified Delivered	Security Checked	6/4/2026 2:34:53 PM
Signing Complete	Security Checked	6/4/2026 2:35:05 PM
Completed	Security Checked	6/4/2026 2:35:05 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: B5E00E6A-741B-8724-80A6-AE70D7858334

Renewal of the Remix Services Agreement for SunTran

Remix Technologies LLC ("*Remix*") and City of Ocala, by and through SunTran ("Customer" and together with Remix, the "*Parties*") have entered into an agreement titled Remix Services Agreement for SunTran(the "*Agreement*") dated as of August 1, 2020 and extended by the Contract Assignment & Renewal #1. Upon execution of this Renewal (the "*Renewal*"), the Parties agree to the following:

1. Renewal. With effect from August 1, 2026 (the "*Effective Date*") the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 2 months until September 30, 2026.

2. Price. The Parties hereby agree to the following price structure:

Remix Transit Planning Platform License	Total Contract Value: $2,500 USD Pricing valid if signed by July 31, 2026. Includes: ● Remix licenses for an unlimited number of users within organization. ● Software as a Service (SaaS): fully hosted, cloud-based web platform. ● Platform functionality as described in the Agreement with continuous improvements released throughout the course of the contract ● Dedicated Customer Success staff ● Premium Enterprise Support: response to requests in 3 business days
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.
Additional Services	Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be added to this Agreement at an additional cost during the Term.
Payment Terms	Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.

3. Conflicts, Use of Terms, Governing Law. Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Renewal will be governed by the same law as the Agreement.

Docusign Envelope ID: B5E00E6A-741B-8724-80A6-AE70D7858334

REMIX TECHNOLOGIES LLC

By: Signed by: Mike Vaccarino A57DDE11B395448...

Name: Mike Vaccarino

Title: Vice President

Date: 6/15/2026

CITY OF OCALA, by and through SUNTRAN

By: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Name: Peter Lee

Title: City Manager

Date: 6/9/2026

Remix Billing Information

Attn
Accounts Receivable

Address
114 Fifth Avenue, Floor 17
New York, NY 10011

Email
AR@ridewithvia.com

Customer Billing Information

Attn

_____

Address

_____

Email

_____

Phone

_____

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB0A8ED04F2...

William E. Sexton, Esq.
City Attorney

Certificate Of Completion

Envelope Id: 8FA79C1B-1D0A-8027-83EF-E5A52DE8D9AE
Status: Completed
Subject: SIGNATURE - (SUN/230762) Remix Technologies, LLC 2-month Renewal
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/29/2026 4:31:04 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/29/2026 4:32:05 PM Viewed: 6/9/2026 9:26:34 AM Signed: 6/9/2026 9:26:46 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: 6/9/2026 9:26:47 AM Viewed: 6/9/2026 11:12:52 AM Signed: 6/9/2026 11:13:00 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	5/29/2026 4:32:05 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/9/2026 11:12:52 AM
Signing Complete	Security Checked	6/9/2026 11:13:00 AM
Completed	Security Checked	6/9/2026 11:13:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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All notices and disclosures will be sent to you electronically

Docusign Envelope ID: B5E00E6A-741B-8724-80A6-AE70D7858334

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

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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: B5E00E6A-741B-8724-80A6-AE70D7858334

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

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

Docusign Envelope ID: 3FB519EE-3D0E-8D35-81FB-8C8D56778B20

FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG CONSTRUCTION OF A SINGLE-FAMILY HOME

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG CONSTRUCTION OF A SINGLE-FAMILY HOME, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **CAROLINE D WOODBURY** and **DAVID WOODBURY** ("Owner"), and **BENTLEY PINDER CONSTRUCTION LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 26-0185384) ("Contractor").

WHEREAS, on March 24, 2026, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG construction of a single-family home on a residential property located at 826 NW 6th Avenue, Ocala, Florida 34475 (the "Original Agreement"), City of Ocala Contract No.: CDS/250783A; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to reflect an increase in the Contract Price necessitated by the Work Change Directive issued May 9, 2026, and attached hereto as **Exhibit A – Work Change Directive**.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City, Owner and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, Owner, and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO PARAGRAPH 5 – COMPENSATION.** The language contained in Paragraph 5 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 5 – Compensation remain in effect):

   COMPENSATION. City shall pay Contractor, on behalf of the Owner, for the performance of the work, and in accordance with the contract documents, a total price in the amount of **ONE HUNDRED FORTY-ONE THOUSAND, FIFTY AND NO/100 DOLLARS ($141,050)**. It is understood the amounts to be paid will be for satisfactory work completed rather than the estimated prices. Payments shall be made at the unit price and/or lump sums specified for the various items in the Contractor's proposal as provided in the specifications.

   A. The modified Contract Price represents the sum of the original bid price of **$138,320** and the total cost of **Change Order #1** as set forth in **Exhibit A – Work Change Directive**.

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

If to Contractor:	Bentley Pinder Construction, LLC Attention: Bentley Pinder 5364 NW 55th Place Ocala, Florida 34482 E-Mail: bentlee@bpconstrllc.com PH: 352-266-1967
If to City as Agent for Owner:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: notices@ocalafl.gov PH: 352-629-8343
with copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: cityattorney@ocalafl.gov

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

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

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

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574628E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
8C80B9F07388433...

Christopher Watt
Chief of Staff

Date: 5/27/2026

Reviewed and Approved by Community Development Services Department:

Signed by:
James Haynes
EB223ED8C2B740F...

James Haynes, Director
Community Development Services

BENTLEY PINDER CONSTRUCTION, LLC

DocuSigned by:
Bentley Pinder
CE7C2E0D6B8C499...

(Authorized Signatory)

By: Bentley Pinder
(Printed Name of Signatory)

Title: owner
(Title of Authorized Signatory)

Date: 5/25/2026

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04E3...

William E. Sexton, Esq.
City Attorney

OCALA

CONTRACT# CDS/250783

Witnesses for Property/Homeowner Signature:

(Signature of First Witness)

Patricia Valenti
(Printed Name of First Witness)

Erica Cole
(Signature of Second Witness)

Erica Cole
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

David Woodbury, Carolyn Woodbury
(Signature of Property/Homeowner)

David Woodbury, Carolyn Woodbury
(Printed Name of Homeowner)

Date: June 3, 2026

Docusign Envelope ID: 3FB519EE-3D0E-8D35-81FB-8C8D56778B20

Work Change Directive

PO#: CDS/250783A DATE: 05/09/2026

PROJECT NAME: WOODBURY

PROJECT ADDRESS: 826 NW 6th Ave Ocala Fl.

CONTRACTOR SIGNATURE: Bentley P L

The following change(s) have been requested:

Residential EMS Processing Fee	- $25.00
Transportation Processing Fee	- $25.00
SDC water fee	- $556.00
SDC Sewer fee	- $2125.00
Total -	$2730.00

✓ Contractor's Estimate Attached

APPROVALS:

James Haynes — DATE: 5/11/2026

N/A — Owner

Christopher Lewis — DATE: 5/11/2026

Christopher Lewis

Estimated increase/decrease in Contract Price

Current Contract Price: $ 138,320

Request No.: ( ) $ 2730

New Proposed Price: $ 141,050

If the change involves an increase, the estimated amount is not to be exceeded without further authorization

Estimated increase/decrease in Contract Times

Completion: 0 days.

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

BENTLEY PINDER CONSTRUCTION L.L.C.

5364 ne 55th pl
ocala, Fla. 34482
(352) 266-1967

Work Change Order
Date: 5/9/2026

Attn: Chris Lewis

Re: Impact Fees Woodbury Residence
826 NW 6th Ave
Ocala,Fla.

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	SDC26-0216 Sewer			$2125.00
1	SDC 26-0216 Water			$556.00
1	TRA26-0205 Transportation			$25.00
1	EMS26-0183 EMS Processing			$25.00
				$2,730.00

BENTLEY PINDER CONSTRUCTION

Thank you for your business!

Docusign Envelope ID: 27E96723-B809-895C-8384-78CF0580440C

FIRST AMENDMENT TO AGREEMENT FOR ANNUAL SIDEWALK MAINTENANCE AND REPAIR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ANNUAL SIDEWALK MAINTENANCE AND REPAIR SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION ROCK, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 59-3402323) ("Contractor").

WHEREAS, on August 20, 2025, City and Contractor entered into an Agreement for Sidewalk Maintenance and Repair Services (the "Original Agreement"), City of Ocala Contract No.: CIP/250657, for a term beginning August 6, 2025, and ending August 5, 2027; and

WHEREAS, City and Contractor now wish to add two-line items to the original 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 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. **AMENDMENT TO EXHIBIT B.** 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. **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:	Marion Rock, LLC Attention: Nicole Almanza 5979 SE Maricamp Road Ocala, Florida 34472 Phone: 352-687-2023 E-mail: Nicole.marionrock@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

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Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This 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.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/7/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

MARION ROCK, LLC

DocuSigned by:
Ryan Boutwell
287A20FCDCF441A...

By: Ryan Boutwell
(Printed Name)

Title: President
(Title)

Docusign Envelope ID: 27E96723-B809-895C-8384-78CF0580440C

ITEM	DESCRIPTION	UOM	UNIT COST
G-01	Mobilization	LS	**$1,250.00**
G-02	Labor and Equipment	HR	**$204.45**
G-05-1	Maintenance of Traffic	Day	**$650.00**
G-05-2	Maintenance of Traffic	EA	**$650.00**
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	**$5.00**
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	**$5.00**
G-11-1	Excavation, General	CY	**$9.00**
G-11-2	Excavation, General	CY	**$8.00**
G-12-1	Imported Backfill Material	CY	**$18.00**
G-12-2	Imported Backfill Material	CY	**$16.50**
G-21-1	Removal of Concrete	SY	**$9.90**
G-21-2	Removal of Concrete	SY	**$7.60**
G-22-1	Remove Concrete Curb & Gutter and/or Traffic Separator	LF	**$18.25**
G-22-2	Remove Concrete Curb & Gutter and/or Traffic Separator	LF	**$9.75**
G-25-1	Asphalt Pavement Removal	SY	**$10.00**
G-25-2	Asphalt Pavement Removal	SY	**$6.00**
G-45	Manhole Adjustments on Stormwater Cover	EA	**$1,750.00**
G-40	Pull and Junction Box,Furnish and Install	EA	**$3,100.00**
G-41	Pull and Junction Box, Install	EA	**$1,100.00**
G-42	Pull and Junction Box, Relocate	EA	**$1,500.00**
G-49-1	12" CONCRETE MITERED END	EA	**$1,260.00**
G-49-2	15" CONCRETE MITERED END	EA	**$1,285.00**
G-49-3	18" CONCRETE MITERED END	EA	**$1,325.00**
G-49 -4	24" CONCRETE MITERED END	EA	**$1,475.00**
G-49 -5	30" CONCRETE MITERED END	EA	**$1,625.00**
G-49-6	36" CONCRETE MITERED END	EA	**$1,925.00**
G-49-7	42" CONCRETE MITERED END	EA	**$2,500.00**
G-49-8	48" CONCRETE MITERED END	EA	**$3,500.00**
G-50-1	Concrete Flume	SY	**$156.00**
G-50-2	Concrete Flume	SY	**$154.00**
G-50-3	Concrete Flume "D" curb	LF	**$100.00**
G-50-4	Concrete Flume "D" curb	LF	**$45.00**
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	**$1,400.00**
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	**$1,400.00**
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	**$1,400.00**
G-54-4	Pipe Handrail, Aluminum	LF	**$1,400.00**
G-55-1	Bollard, 4 Inch	EA	**$1,006.00**
G-55-2	Bollard, 6 Inch	EA	**$1,315.00**
G-56-A-1	Concrete Curb , Type A	LF	**$37.00**
G-56-A-2	Concrete Curb , Type A	LF	**$32.00**
G-56-B-1	Concrete Curb, Type B	LF	**$37.00**
G-56-B-2	Concrete Curb, Type B	LF	**$32.00**
G-56-D-1	Concrete Curb, Type D	LF	**$31.00**
G-56-D-2	Concrete Curb, Type D	LF	**$20.00**
G-56-E-1	Concrete Curb Type E	LF	**$44.00**
G-56-E-2	Concrete Curb Type E	LF	**$37.00**
G-56-F-1	Concrete Curb Type F	LF	**$43.00**
G-56-F-2	Concrete Curb Type F	LF	**$38.00**
G-56-RA-1	Concrete Curb, Type RA	LF	**$49.00**
G-56-RA-2	Concrete Curb, Type RA	LF	**$49.00**
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	**$56.00**
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	**$35.00**
G-56-BC-1	Concrete Curb Back of Sidewalk	LF	**$31.00**
G-56-BC-2	Concrete Curb Back of Sidewalk	LF	**$22.00**
G-58-1	4 inch concrete (3000 psi/with fiber)	SY	**$65.00**
G-58-2	4 inch concrete (3000 psi/with fiber)	SY	**$61.00**
G-58-3	4 inch concrete (3000 psi)	SY	**$65.00**
G-58-4	4 inch concrete (3000 psi)	SY	**$60.00**
G-58-5	4 inch concrete (4000 psi /with fiber)	SY	**$75.00**
G-58-6	4 inch concrete (4000 psi /with fiber)	SY	**$74.00**
G-58-7	4 inch concrete (3000 psi / pump mix)	SY	**$84.00**
G-58-8	4 inch concrete (3000 psi / pump mix)	SY	**$78.00**
G-58-9	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 3000 psi)	SY	**$90.00**
G-58-10	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 3000 psi)	SY	**$85.00**
G-58-11	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 4000 psi)	SY	**$95.00**

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ITEM	DESCRIPTION	UOM	UNIT COST
G-58-12	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 4000 psi)	SY	**$85.00**
G-58-13	6 inch concrete with fiber reinforced (3000 psi / with fiber - pump mix)	SY	**$130.00**
G-58-14	6 inch concrete with fiber reinforced (3000 psi / with fiber - pump mix)	SY	**$95.00**
G-58-15	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	**$170.00**
G-58-16	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	**$110.00**
G-58-17	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$119.00**
G-58-18	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$88.00**
G-58-19	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$142.00**
G-58-20	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$102.00**
G-58-21	Concrete Edge Beam	LF	**$59.00**
G-58-22	Concrete Edge Beam	LF	**$36.00**
G-58-23	Miscellaneous Concrete	CY	**$435.00**
G-58-24	Miscellaneous Concrete	CY	**$405.00**
G-58-25	Quick Setting Additive	SY	**$23.00**
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	**$875.00**
G-60-1	Brick Paver Bands (furnish and install)	LF	**$560.00**
G-60-2	Architectural Pavers (traffic rated, Furnish and install)	SY	**$853.00**
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	**$1,925.00**
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	**$1,925.00**
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	**$1,925.00**
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	**$1,925.00**
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	**$1,925.00**
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	**$1,925.00**
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	**$1,925.00**
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	**$1,925.00**
G-62	Detectable Warning Mats on existing Walking Surfaces	SY	**$600.00**
G-63-1	Roof Drain Assembly (conduit)	EA	**$1,500.00**
G-63-2	Roof Drain Assembly (Polylok trench drain)	EA	**$6,325.00**
G-68-1	REMOVE AND REPLACE END WALLS, 12"	LS	**$3,810.00**
G-68-2	REMOVE AND REPLACE END W ALLS, 15"	LS	**$3,810.00**
G-68-3	REMOVE AND REPLACE END WALLS, 18"	LS	**$4,840.00**
G-68-4	REMOVE AND REPLACE END WALLS, 24"	LS	**$5,775.00**
G-68-5	REMOVE AND REPLACE END WALLS, 30 "	LS	**$8,320.00**
G-68-6	REMOVE AND REPLACE END W ALLS, 36"	LS	**$9,785.00**
G-68-7	REMOVE AND REPLACE END WALLS, 42"	LS	**$14,010.00**
G-68-8	REMOVE AND REPLACE END WALLS, 48"	LS	**$15,250.00**
G-79-1	Seed and Mulch	SY	**$10.00**
G-79-2	Seed and Mulch	SY	**$5.00**
G-80-1	Sod - St. Augustine	SY	**$8.00**
G-80-2	Sod - St. Augustine	SY	**$7.00**
G-80-3	Sod - Bahia	SY	**$4.50**
G-80-4	Sod - Bahia	SY	**$4.50**
G-90	Miscellaneous Sign Remove & Reinstall	EA	**$500.00**
G-100-1	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	**$220.00**
G-100-2	TRAFFIC SEPARATOR CONCRETE-TYPE I, 6' WIDE	LF	**$245.00**
G-100-3	TRAFFIC SEPARATOR CONCRETE- TYPE I, 8.5' WIDE	LF	**$284.00**
G-100-4	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 4' WIDE	LF	**$255.00**
G-100-5	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 6' WIDE	LF	**$280.00**
G-100-6	TRAFFIC SEPARATOR CONCRETE- TYPE II, 8.5' WIDE	LF	**$318.00**
G-100-7	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	LF	**$221.00**
G-100-8	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE	LF	**$245.00**
G-100-9	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 8.5' WIDE	LF	**$285.00**
G-100-10	TRAFFIC SEPARATOR CONCRETE, TYPE V, 4' WIDE	LF	**$255.00**
G-100-11	TRAFFIC SEPARATOR CONCRETE- TYPE V, 6' WIDE	LF	**$285.00**
G-107	Concrete Pump - W/250 feet of hose per location	LS	**$1,585.00**
G-108	Decorative Stamp installed in concrete finish (City provides stamp)	EA	**$85.00**
E-1-1	1" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$31.00**
E-1-2	1" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$18.00**
E-2-1	2" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$32.00**
E-2-2	2" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$14.00**
E-3-1	3" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$34.00**
E-3-2	3" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$16.00**
E-4-1	4" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$37.00**
E-4-2	4" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$19.00**
W-20-1	Adjust Valve Box to Grade	EA	**$750.00**

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ITEM	DESCRIPTION	UOM	UNIT COST
W-20-2	Adjust Meter Box to Grade	EA	**$1,000.00**

Certificate Of Completion

Envelope Id: 27E96723-B809-895C-8384-78CF0580440C
Status: Completed
Subject: FOR SIGNATURE -(CIP/250657)Amendment 1 - Marion Rock, LLC - Sidewalk Maintenance and Repair Services
Source Envelope:
Document Pages: 6
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/1/2026 9:56:23 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ryan Boutwell ryan.marionrock75@gmail.com President Marion rock inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/6/2026 7:21:57 AM ID: efad7788-45d5-4c6a-9730-907b739f2400	DocuSigned by: Ryan Boutwell 287A20FCDCF441A... Signature Adoption: Pre-selected Style Using IP Address: 129.222.0.205 Signed using mobile	Sent: 6/1/2026 10:16:27 AM Viewed: 6/6/2026 7:21:57 AM Signed: 6/6/2026 7:23:40 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 2600:8807:c94f:5400:f832:f202:d11d:3419 Signed using mobile	Sent: 6/6/2026 7:23:41 AM Viewed: 6/7/2026 10:18:56 AM Signed: 6/7/2026 10:19:13 AM
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: 6/7/2026 10:19:15 AM Viewed: 6/7/2026 4:11:22 PM Signed: 6/7/2026 4:12:21 PM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/7/2026 4:12:22 PM Viewed: 6/8/2026 8:24:51 AM Signed: 6/8/2026 8:25:02 AM

Signer Events	Signature	Timestamp
Accepted: 6/8/2026 8:24:51 AM ID: f6618cb0-17b0-4290-83bf-9bfc390f5016		

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
Nicole Almanza nicole.marionrock@gmail.com Office Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2026 6:55:44 AM ID: 03d16592-2e8e-4810-9071-96e7e4ac9911	COPIED	Sent: 6/1/2026 10:16:28 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2026 9:58:05 AM
Certified Delivered	Security Checked	6/8/2026 8:24:51 AM
Signing Complete	Security Checked	6/8/2026 8:25:02 AM
Completed	Security Checked	6/8/2026 8:25:02 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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CONSTRUCTION SERVICES AGREEMENT FOR GRINDER PUMP INSTALLATION AND FORCE MAIN CONNECTION

THIS CONSTRUCTION SERVICES AGREEMENT FOR GRINDER PUMP INSTALLATION AND FORCE MAIN CONNECTION (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BALANCED MECHANICAL SERVICES, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 47-4242931) ("Contractor").

R E C I T A L S :

WHEREAS, on April 13, 2026, City issued a Request for Quote ("RFQ") for the provision of construction services related to pump station installation and connection, RFQ No.: ELE/260651 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Balanced Mechanical & Plumbing Services, LLC was found to be a responsive and responsible bidder; and

WHEREAS, Contractor was chosen as the intended awardee to provide construction services related to the grinder pump station installation and force main connection (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-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.

   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:

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City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at:
http://www.ocalafl.gov/home/showpublisheddocument/26969

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 thirty percent (30%) 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 **FOURTEEN THOUSAND, EIGHT HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($14,855)** (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**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor shall also submit an updated schedule 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 Electric Department,** Attn: Brittany Craven, **1805 NE 30th Ave. Bldg. 400, Ocala, FL 34470** E-Mail: Elecadmingrp@ocalafl.gov and bcraven@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. **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

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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 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.

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.

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 **FIVE (5)** 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 NINETY (90) days of the start date indicated on the Notice to Proceed and ready for final payment within NINETY (90) 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

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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 **ONE HUNDRED AND NO/100 DOLLARS ($100)** 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 **ONE HUNDRED AND NO/100 DOLLARS ($100)** 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.

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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. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time 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.

9. **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,

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methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

10. **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; (ii) any other remedy as provided by law.

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D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager 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.

11. **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 **ONE (1)** year from the date of Final Completion. 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. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

13. **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.

14. **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.

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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.

15. **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.

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.

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

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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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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

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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.

22. **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.

23. **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 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.

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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 this Agreement.

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 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

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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. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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,

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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.

38. **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.

39. **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.

40. **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.

41. **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-

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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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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:

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If to Contractor:	Balanced Mechanical Services, LLC Attention: Robert Boyer 1865 NE Jacksonville Road Ocala, FL, 34470 Phone: 352-351-5560 E-mail: bids@balancedmech.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

48. **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.

49. **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.

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50. **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.

51. **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.

52. **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.

53. **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.

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

55. **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.

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

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

58. **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.

59. **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,

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understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

60. **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 6/10/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

BALANCED MECHANICAL SERVICES, LLC

Signed by:
Robert M. Boyer
C6FCF570420C44A...
(Signature)

By: Robert M. Boyer
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

1. Contractor shall perform plumbing services to connect the Shaw Substation control house, located at 3650 SW 42nd Street, Ocala 34474 to the City's newly installed sewer force main system. Work includes installation of a complete grinder pump station and associated piping, power connections, and all materials, labor, and permitting necessary delivering a functional wastewater connection. This work supports the conversion from the control house's existing drain field to the new sewer system.
2. The distance from the substation's existing sewer lateral to the City's new sewer line location is approximately 80 feet. The City is arranging the force main extension. Contractor will be responsible for connecting the control house to that force main and installing the grinder pump system.
3. Contractor will perform the abandonment and full removal of the existing septic tank. This shall include extraction and disposal of the existing tank, hauling away all associated debris, backfilling the excavation, and final grading of the disturbed area.

DELIVERY

1. Supplies will be delivered or shipped to Shaw Substation - 3650 SW 42 ST, Ocala, FL 34474
2. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** Contractor will be required to perform the following services for the City of Ocala:

   a) Furnish and install a 1 HP, 115 Volt, 1 Phase grinder pump station with shutoff head (acceptable systems: E/One grinder stations or Liberty Pumps PRG Series).

   b) Provide and install the pump, wet well station, and control panel/box.

   c) Excavate, and place and set the station per manufacturer requirements.

   d) Work in coordination with OEU to connect the station to the provided power source required for full operation at factory recommended performance levels.

2. Piping and System Configuration:

   a) Install 2-inch force-main service piping from the grinder pump station to the City lateral tie in point, consistent with the distance of approximately 80 ft.

   b) Complete the physical connection of the grinder pump discharge line to the City's new force main. Depth of the force main is approximately 3' deep.

   c) Provide all materials, valves, fittings, bedding, backfill, and compaction required for complete installation.

   d) Ensure compliance with City standards, manufacturer specifications, and all applicable plumbing codes.

3. Testing and Commissioning:

   a) Conduct pressure testing of the force main piping. Force main was tested at 150psi.

   b) Function test the grinder pump system, controls, and alarms.

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c) Verify electrical performance with the coordinating electrician.

d) Restore all disturbed surfaces to pre-construction condition.

4. **Deliverables:**

a) Fully installed and operational grinder pump system.

b) Completed 2-inch service connection to City sewer lateral.

c) Test reports (pressure test, functional testing).

d) Maintenance manual and equipment documentation.

5. **Working Hours:** Working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding City observed holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

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. 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, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees should 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 to 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 Contractor's responsibilities.

c) Provide office facilities for Contractor, if needed.

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d) Power source required for full operation at factory recommended performance levels.

2. The City reserves the right to purchase any materials for Contractor to use. Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. 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. 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, 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 Contractor is advised to leave a property by the property owner or their representative, 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 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. 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.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% 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:** 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 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 the original locations.

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b) All work areas must be returned to original condition.

c) 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 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 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.

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REVISED Exhibit B - PRICE PROPOSAL

CONTRACT# ELE/260651

Contractor Name	Contractor Location
Balanced Mechanical & Plumbing Services, LLC	1865 NE Jacksonville Rd., Ocala, FL 34470

LUMP SUM PRICING

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
1	Installation of a 1 HP grinder pump station and plumbing services to connect the Shaw Substation control house to the City's sewer force main system. Price includes all materials, labor, and permitting costs, per Exhibit A – Scope of Work.	LS	1	$ 9,980.00	**$ 9,980.00**
				TOTAL LUMP SUM PRICING	**$ 9,980.00**

OPTIONAL LINE ITEM

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
2	Abandonment and full removal of the existing septic tank. This includes extraction and disposal of the existing tank, hauling away all associated debris, backfilling the excavation, and final grading of the disturbed area.	LS	1	$ 4,875.00	**$ 4,875.00**
				TOTAL LUMP SUM PRICING	**$ 4,875.00**

Certificate Of Completion

Envelope Id: 20441760-6016-80C2-8373-046D3B91782E
Status: Completed
Subject: SIGNATURE: (ELE/260651) Agreement for Grinder Pump Installation and Force Main Connection
Source Envelope:
Document Pages: 23
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/4/2026 9:30:11 AM
Security Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Robert M. Boyer bids@balancedmech.com President Security Level: Email, Account Authentication (None)	Signed by: Robert M. Boyer C6FCF570420C44A... Signature Adoption: Pre-selected Style Using IP Address: 216.255.254.107	Sent: 6/4/2026 9:31:48 AM Viewed: 6/4/2026 9:48:49 AM Signed: 6/5/2026 2:47:43 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 9:48:49 AM ID: ad239119-c4dc-4e2a-9898-b623ad41e787		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/5/2026 2:47:45 PM Viewed: 6/9/2026 9:12:33 AM Signed: 6/9/2026 9:16:46 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 6/9/2026 9:16:48 AM Viewed: 6/9/2026 11:15:42 AM Signed: 6/10/2026 6:01:44 PM
Electronic Record and Signature Disclosure: Accepted: 6/10/2026 6:00:03 PM ID: 17b6d6f1-f8d6-4a53-bac9-c81fc2523b70		
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: 6/10/2026 6:01:45 PM Viewed: 6/11/2026 12:47:13 PM Signed: 6/11/2026 12:47:37 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/11/2026 12:47:13 PM ID: 19efa6de-4b40-4f16-b9bc-f9ebd0456fcb		

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	6/4/2026 9:31:48 AM
Certified Delivered	Security Checked	6/11/2026 12:47:13 PM
Signing Complete	Security Checked	6/11/2026 12:47:37 PM
Completed	Security Checked	6/11/2026 12:47:37 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.

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Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1301009-OCA

City of Ocala Rec and Parks - June - Aug Digital Options - 06/15/2026

ADVERTISER

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

BILL TO

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	#**OCA009218** - SW 17th St SS 0.25mi W/O US 441 F/E - 1 - 14' x 48'	6/15/2026	4-Week	$1,000.00	3.0	$3,000.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$3,000.00
TOTAL	$3,000.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

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DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

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TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays within 5 business days of the contracted start.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

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b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder~~.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

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g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA REC AND PARKS

DocuSigned by:
Ken Whitehead
5677E71E38874E4...
Signature

Ken Whitehead
Name

6/5/2026
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
75A102CA142B4A5...
Signature

Bradley Lacher
Name

6/4/2026
Date

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.,
City Attorney

Certificate Of Completion

Envelope Id: D290AA22-A86D-8F81-8071-C2BC265FF367
Status: Completed
Subject: FOR SIGNATURE - (REC/260801) Recreation and Parks Summer Billboard Agreement
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:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/3/2026 4:40:38 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 163.116.253.41	Sent: 6/3/2026 4:41:41 PM Viewed: 6/4/2026 10:21:10 AM Signed: 6/4/2026 10:21:30 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 10:21:31 AM Viewed: 6/4/2026 2:59:18 PM Signed: 6/4/2026 3:06:21 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 3:06:22 PM Viewed: 6/5/2026 8:07:02 AM Signed: 6/5/2026 8:07:35 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	6/3/2026 4:41:41 PM
Certified Delivered	Security Checked	6/5/2026 8:07:02 AM
Signing Complete	Security Checked	6/5/2026 8:07:35 AM
Completed	Security Checked	6/5/2026 8:07:35 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 4080 SW 29TH PLACE

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 4080 SW 29TH PLACE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **C.P. DANNER CONSTRUCTION, INC.,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 30-0362809) ("Contractor").

WHEREAS, on April 8, 2026, City issued a Request For Quote ("RFQ") for the demolition and removal of a structure located at 4080 SW 29th Place, Ocala, Florida, 34474 RFQ No.: GRM/260643 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by C.P. Danner Construction, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for the demolition and removal of a structure at 4080 SW 29th Place, Ocala, Florida, 34474 (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor licensure.

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

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

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.

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

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

      Exhibit A: Scope of Work (A-1 through A-4)
      Exhibit B: Photos of Structure (B-1 through B-2)
      Exhibit C: Asbestos Report (C-1 through C-26)

      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.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified

inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **SIX-THOUSAND, EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($6,850)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work. A permit allowance has been established for this Project in the amount of **ONE HUNDRED FOUR AND NO/100 DOLLARS ($104)** and is included in the Contract Sum.

   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: Shaneka Greene**, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471**, E-Mail: SGreene@ocalafl.gov Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.

   B. **Progress Report and Progress Schedule**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

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

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

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

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

   G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the Project by City.

B. No work shall commence until Contractor has submitted proof of #62-257.900(1) – Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until **TEN (10)** business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice. **Notice of Demolition must be sent to FDEP and the City of Ocala Permit applied for within TWO (2) business days after issuance of NTP.**

C. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**

D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time 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.

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7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its quote. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

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C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

9. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

10. **CONTRACTOR WARRANTY**. Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of **TWO (2)** years from the date of final payment by City. Contractor shall, at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor has is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. Contractor represents that neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    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.

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B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

D. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.

F. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

G. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

H. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

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

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19. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

20. **POLLUTION LIABILITY INSURANCE**. Contractors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

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

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

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

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

22. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

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

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

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B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

    A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

    B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any

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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.

28. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
29. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
30. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
31. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
32. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
33. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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

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

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

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

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

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

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

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

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

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terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

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

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

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

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

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

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

If to Contractor:

C.P. Danner Construction, Inc
Attention: Demetrius Jenkins
3511 N 29th Street
Tampa, FL, 33605
Phone: 813-642-8540
E-mail: cpdannerinc@gmail.com

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

44. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
45. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
46. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
47. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to

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

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on 6/9/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E102F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Willam E. Sexton, Esq.
City Attorney

C.P. DANNER CONSTRUCTION, INC.

Signed by:
Demetrius Jenkins
071D04B51DEE47B...

By: Demetrius Jenkins
(Printed Name)

Title: Project Manager
(Title)

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BACKGROUND

1. Contractor shall demolish and remove a structure located at **4080 SW 29th PL ST, Ocala, FL 34474 | 2380-003-013**.
    - demolish and remove improvements, remove junk, and cut and clean lot.
2. Contractor will provide all labor and equipment to complete this project.

ON-SITE REQUIREMENTS

Federal 40 CFR 61.145(c)(8) states in part, "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person trained in the provisions of this regulation and the means of complying with them is present." DEP requires this "trained person" to be on site when non-friable ACM is present, or is discovered, so problems can be caught early and corrected without delay.

PERMIT REQUIREMENTS

1. **City of Ocala Demolition Permit:**
    A. Contractor must obtain a City of Ocala demolition permit.
    B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.
    C. The application for demolition permit is available at: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits
    D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Marion County Permits:** In addition to any City required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.

PROJECT SUMMARY

This project consists of the following:

1. Termination of water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
2. Demolition and removal of a **structure, overgrowth, structural debris, structure contents, improvements, and any junk** on the property listed above.
3. Underbrush, overgrowth, and all debris must be removed from the property. All trees, **except for those that are dead,** shall remain.
4. Property shall be graded to final grade, using a box blade.

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5. The ground where the buildings are removed will be leveled, and if on a grade, sodded.
6. Any fuel tanks found must be pumped, disconnected, crushed, and backfilled or pumped and completely removed from the property according to Chapter 62-761 of the Florida Administrative Code.
7. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
8. Any septic tanks will be pumped, crushed and back-filled, according to City requirements, Florida Building and Plumbing codes, and the Marion County Health Department requirements.
9. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
10. All items will be removed from the property and properly disposed. **NO** items will be buried.

WEATHER DAYS

The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

CONTRACTOR RESPONSIBILITIES

1. Scheduling of demolition shall be coordinated through **Jennipher Buller,** (352)-629-8309, jbuller@ocalafl.gov.
2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
3. No work shall commence until the Contractor has submitted proof of #62-257.900(1) - Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager.
4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
    - USPS Certified Mail receipt
    - FedEx tracking receipt
    - Similar mailing methods, where delivery date can be verified.
5. *FDEP form 62-257.900(1) - Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
6. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
7. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.

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8. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
9. The contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
11. Contractor will be responsible for the inspector's overtime.
12. Provide on-site sanitary facilities as required by governing agencies.
13. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property within forty-eight (48) hours of notification from the City.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
8. All company shirts and vehicles must have a visible company name/logo.

SUB-CONTRACTORS

1. Contractor must perform a minimum of **30%** of the work with their own forces.

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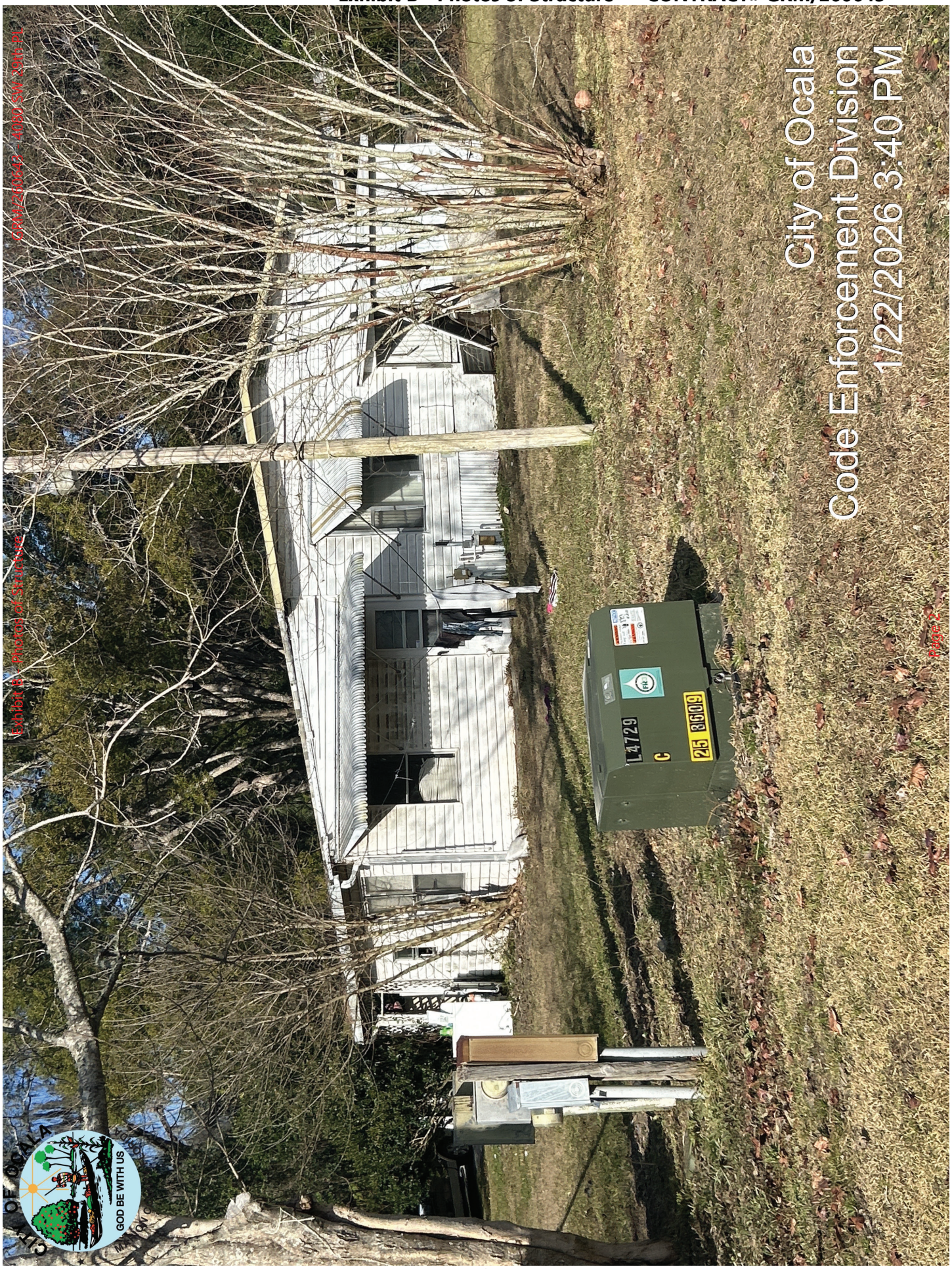
SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

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DK ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

•8786 Sonoma Coast Drive, Winter Garden, FL 34787
•(407)614-4572 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



4080 SW 29th Place
Ocala, FL 34474

PERFORMED ON:

February 13, 2026

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
200244

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

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Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

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I. INTRODUCTION

Property Address: 4080 SW 29th Place
Ocala, FL 34474

Survey Performed For: City of Ocala, Code Enforcement
201 SE 3rd Street, 2nd Floor, Ocala, FL 34474

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

Date of On-Site Survey: February 13, 2026

Date of Report: February 20, 2026

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko
Asbestos Building Inspector
200244

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II. SURVEY SUMMARY

On February 13, 2026, an Asbestos Survey was performed at 4080 SW 29th Place, Ocala, FL 34474. The property is a single-family detached dwelling. It is approximately 1,789 square feet and was constructed in 1980.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically, asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

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Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

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IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

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V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
4080-1-1	Roof Coating/Beige	Intact	No	None Detected	Typical Exterior Roof	NA
4080-1-2	Roof Coating/Beige	Intact	No	None Detected	Typical Exterior Roof	NA
4080-2-1	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
4080-2-2	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
4080-3-1	Concrete/Gray	Intact	No	None Detected	Typical Foundation	NA
4080-3-2	Concrete/Gray	Intact	No	None Detected	Typical Foundation	NA
4080-4-1	Concrete Block/Mortar	Intact	No	None Detected	Exterior Front Porch	NA
4080-4-2	Concrete Block/Mortar	Intact	No	None Detected	Exterior Front Porch	NA
4080-5-1	Carpet Mastic/Brown	Intact	No	None Detected	Typical Exterior Porches	NA
4080-5-2	Carpet Mastic/Brown	Intact	No	None Detected	Typical Exterior Porches	NA
4080-6-1	Paneling/Brown	Intact	No	None Detected	South Enclosed Porch Walls	NA

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Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
4080-6-2	Paneling/Brown	Intact	No	None Detected	South Enclosed Porch Walls	NA
4080-7-1	Laminate Flooring/Brown	Intact	No	None Detected	Typical Interior	NA
4080-7-2	Laminate Flooring/Brown	Intact	No	None Detected	Typical Interior	NA
4080-8-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-8-1	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-8-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-8-2	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-9-1	Ceiling Paneling/Brown	Intact	No	None Detected	Typical Interior	NA
4080-9-2	Ceiling Paneling/Brown	Intact	No	None Detected	Typical Interior	NA
4080-10-1	Surface Texture/White	Intact	Yes	None Detected	Typical Interior Walls	NA
4080-10-2	Surface Texture/White	Intact	Yes	None Detected	Typical Interior Walls	NA
4080-10-3	Surface Texture/White	Intact	Yes	None Detected	Typical Interior Walls	NA
4080-11-1	Ceramic Tile/Red	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-1	Grout/Brown	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-1	Mortar/Off-White	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Ceramic Tile/Red	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Grout/Brown	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Mortar/Off-White	Intact	No	None Detected	Typical Interior Bathroom	NA

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Bulk Collection and Sample Analysis Results						
Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
4080-11-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Bathroom	NA

VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor
- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.
- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos

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fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contain at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

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Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

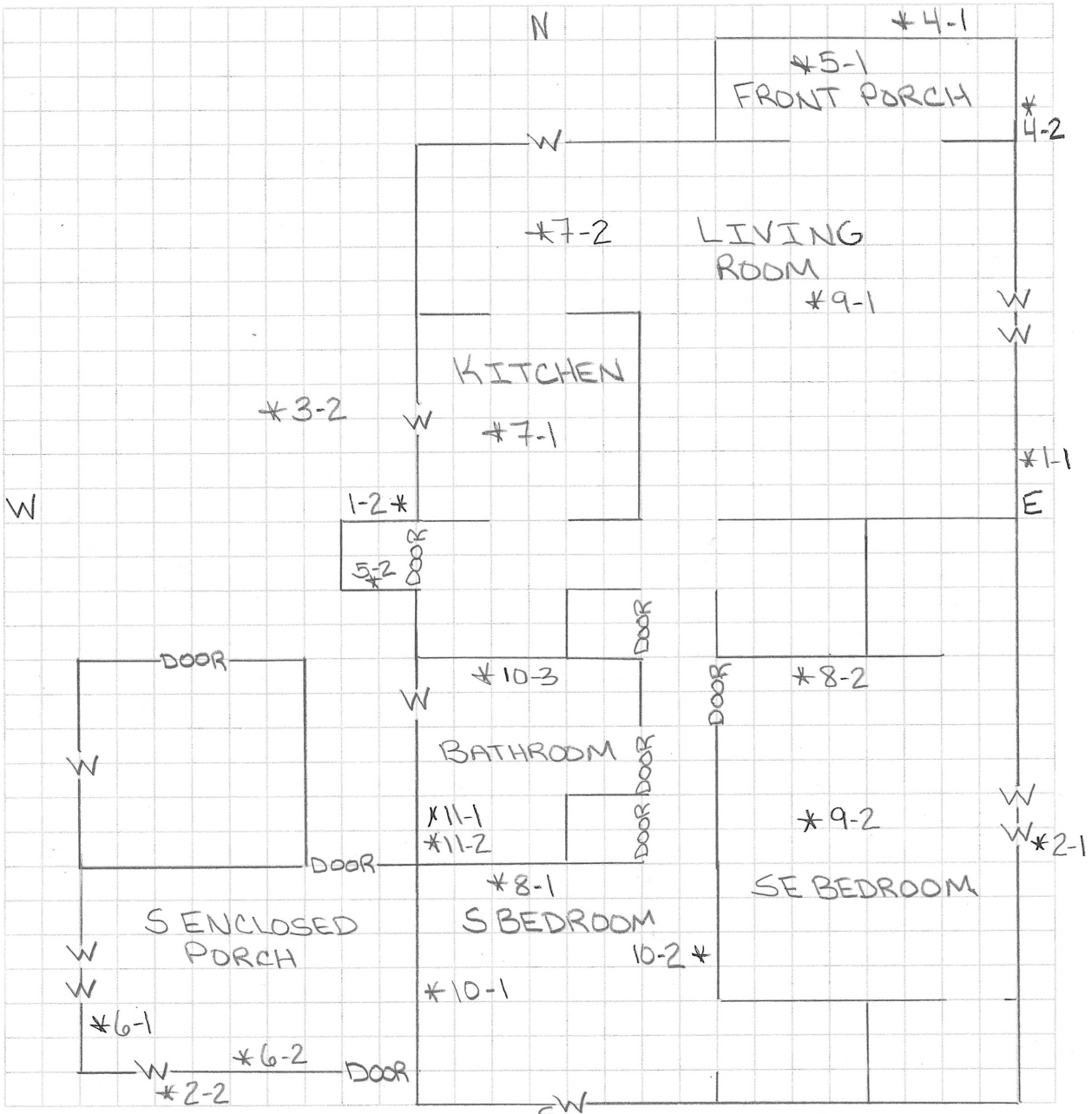
No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

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VII. SAMPLING LOCATIONS FLOOR PLAN

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case #_____

Address 4080 SW 29th Place
Ocala, FL 34474

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VIII. SAMPLING PHOTOGRAPHS



4080-1
Roof Coating
Typical Exterior Roof



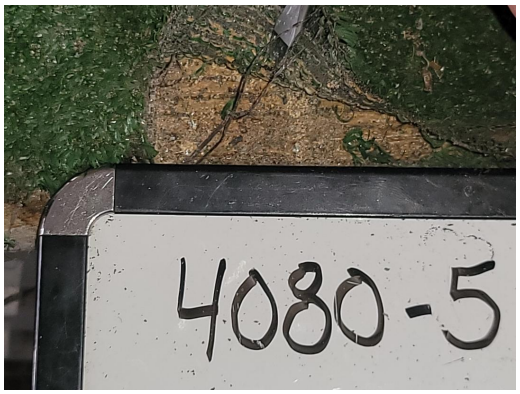
4080-2
Caulk
Typical Exterior Doors/Windows



4080-3
Concrete
Typical Foundation



4080-4
Concrete Block/Mortar
Exterior Front Porch



4080-5
Carpet Mastic
Typical Exterior Porches



4080-6
Paneling
South Enclosed Porch Walls

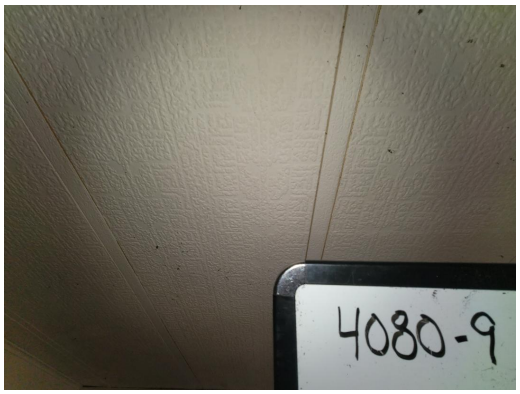
Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891



4080-7
Laminate Flooring
Typical Interior



4080-8
Drywall/Joint Compound
Typical Interior Walls/Ceilings



4080-9
Ceiling Paneling
Typical Interior



4080-10
Surface Texture
Typical Interior Walls



4080-11
Ceramic Tile/Grout/Mortar
Typical Interior Bathroom

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IX. LICENSING



Asbestos Consulting & Training Systems

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL 34787

has successfully completed an English

Asbestos Building Inspection Refresher

9-Sep-25 TO 9-Sep-25

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273

NDAAC Provider #451 Trainer(s): Alberto Ania

Training Address: 4241 Baymeadows Rd Ste1. Jacksonville, FL, 32217

Successful course completion based on exam score on: 09/09/25

This Certificate Expires:

9-Sep-26 09/09/26

Processed By: Seagull

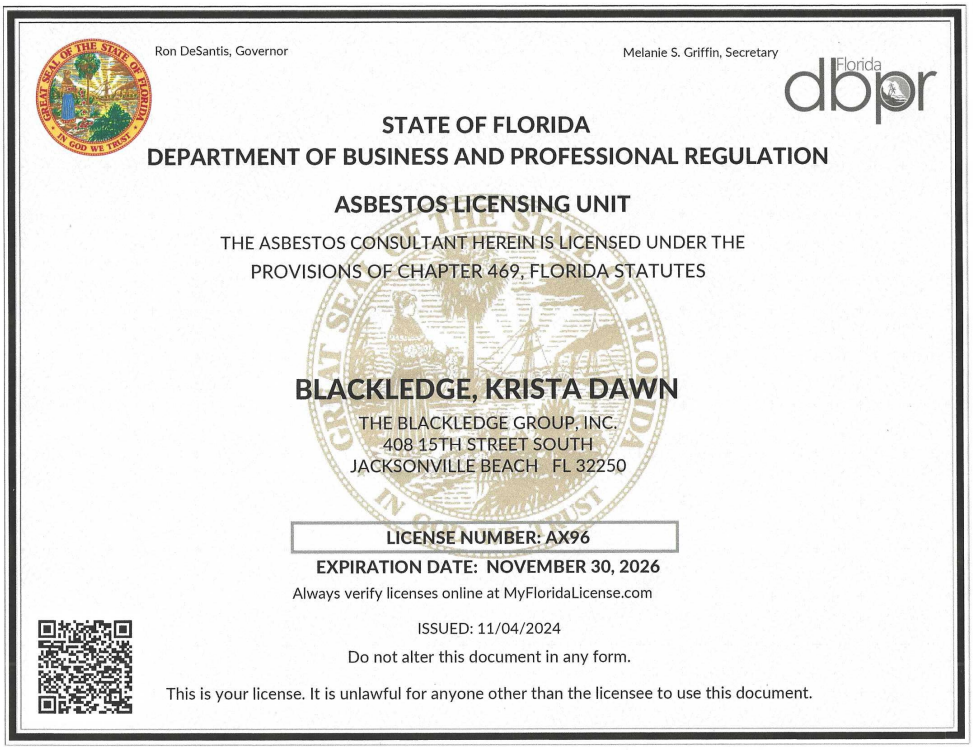
To Authenticate Certificate www.seagulltraining.com 1-800-966-9933

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCES CONTROL ACT, 40 CFR PART 745 OR 763 AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS.

James F. Stump, Course Sponsor

Certificate Number: 200244

Course Number: JE2537



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.
408 15TH STREET SOUTH
JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2026

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ISSUED: 11/04/2024

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X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

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does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

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Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Non-friable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

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Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

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Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

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HAYES MICROBIAL CONSULTING

#26007572

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: **(814) 243-1927**

4080 SE 29th Place
Ocala, FL 34474

Collected: **February 13, 2026**
Received: **February 18, 2026**
Reported: **February 19, 2026**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 23 samples by UPS in good condition for this project on February 18th, 2026.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

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This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.

EPA Laboratory ID: VA01419

DPH License: #PH-0198

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Chris Ritko, MRSA2640
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(814) 243-1927

4080 SE 20th Place
Ocala, FL 34474

Exhibit C - Asbestos Report

#26007572

CONTRACT # GRM/260643

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	4080-1-1 - Roof Coating/Typical Exterior Roof	Heterogenous / Paint / Beige	100%		**None Detected**
2	4080-1-2 - Roof Coating/Typical Exterior Roof	Heterogenous / Paint / Beige	100%		**None Detected**
3	4080-2-1 - Caulk/Typical Exterior Doors, Windows	Homogenous / Caulk / White	100%		**None Detected**
4	4080-2-2 - Caulk/Typical Exterior Doors, Windows	Homogenous / Caulk / White	100%		**None Detected**
5	4080-3-1 - Concrete/Typical Foundation	Heterogenous / Cementitious / Gray	100%		**None Detected**
6	4080-3-2 - Concrete/Typical Foundation	Heterogenous / Cementitious / Gray	100%		**None Detected**
7	4080-4-1 - Concrete Block/Mortar/Exterior Front Porch	Heterogenous / Cementitious / Gray	100%		**None Detected**
8	4080-4-2 - Concrete Block/Mortar/Exterior Front Porch	Heterogenous / Cementitious / Gray	100%		**None Detected**
9	4050-5-1 - Carpet Mastic/Typical Exterior Porches	Homogenous / Adhesive / Brown	100%		**None Detected**
10	4080-5-2 - Carpet Mastic/Typical Exterior Porches	Heterogenous / Adhesive / Brown	100%		**None Detected**
11	4080-6-1 - Paneling/South Enclosed Porch Walls	Heterogenous / Fibrous / Brown	1%	99% Cellulose Fibers	**None Detected**

Collected: **Feb 13, 2026** Received: **Feb 18, 2026** Reported: **Feb 19, 2026**

HAYES MICROBIAL CONSULTING

Project Analyst: James Kergosien, *James Kergosien* Date: **02 - 18 - 2026**

Reviewed By: Brian Keith, Date: **02 - 19 - 2026**

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

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Exhibit C - Asbestos Report
4080 SE 20th Place
Ocala, FL 34474

#26007572
CONTRACT # GRM/260643

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
12	4080-6-2 - Paneling/South Enclosed Porch Walls	Heterogenous / Fibrous / Brown	1%	99% Cellulose Fibers	**None Detected**
13	4080-7-1 - Laminate Flooring/Typical Interior	Heterogenous / Wood / Brown	100%		**None Detected**
14	4080-7-2 - Laminate Flooring/Typical Interior	Heterogenous / Wood / Brown	100%		**None Detected**
15	4080-8-1 - Drywall/Joint Compound/Typical Interior Walls Ceilings	Homogenous / Texture / White	100%		**None Detected**
		Heterogenous / Drywall / White-Brown	95%	5% Cellulose Fibers	**None Detected**
16	4080-8-2 - Drywall/Joint Compound/Typical Interior Walls Ceilings	Homogenous / Texture / White	100%		**None Detected**
		Heterogenous / Drywall / White-Brown	95%	5% Cellulose Fibers	**None Detected**
17	4080-9-1 - Ceiling Paneling/Typical Interior	Heterogenous / Ceiling Tile / Brown	2%	98% Cellulose Fibers	**None Detected**
18	4080-9-2 - Ceiling Paneling/Typical Interior	Heterogenous / Ceiling Tile / Brown	2%	98% Cellulose Fibers	**None Detected**
19	4080-10-1 - Surface Texture/Typical Interior Walls	Homogenous / Texture / White	100%		**None Detected**
20	4080-10-2 - Surface Texture/Typical Interior Walls	Homogenous / Texture / White	100%		**None Detected**

Collected: **Feb 13, 2026** Received: **Feb 18, 2026** Reported: **Feb 19, 2026**

HAYES MICROBIAL CONSULTING

Project Analyst: James Kergosien, James Kergosien Date: 02 - 18 - 2026

Reviewed By: Brian Keith, Date: 02 - 19 - 2026

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

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Exhibit C - Asbestos Report
4080 SE 20th Place
Ocala, FL 34474

#26007572
CONTRACT # GRM/260643

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
21	4080-10-3 - Surface Texture/Typical Interior Walls	Homogenous / Texture / White	100%		**None Detected**
22	4080-11-1 - Ceramic Tile/Grout/Thinset/Typical/Interior Bathroom	Heterogenous / Ceramic / Red	100%		**None Detected**
		Heterogenous / Grout / Brown	100%		**None Detected**
		Homogenous / Mortar / Off-White	100%		**None Detected**
23	4080-11-2 - Ceramic Tile/Grout/Thinset/Typical/Interior Bathroom	Heterogenous / Ceramic / Red	100%		**None Detected**
		Heterogenous / Grout / Brown	100%		**None Detected**
		Homogenous / Mortar / Off-White	100%		**None Detected**
		Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White-Brown	95%	5% Cellulose Fibers	**None Detected**

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

Chris Ritko, MRSA2640
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Exhibit C - Asbestos Report
4086 SE 20th Place
Ocala, FL 34474

#26007572

CONTRACT # GRM/260643

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.

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DK Environmental & Construction Services, Inc.
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Exhibit C - Asbestos Report

Chain of Custody

CONTRACT # GRM/260643

N
SHIP: UPS - SD
DATE: 02-18-2026
4202 3112 4067

ASBESTOS
26007572

Job Number:	Job Name: 4080 SW 29TH PLACE OCALA, FL 34474	Collector:	Email: dkenvironmental@yahoo.com
Date Collected: 02/13/26		Notes: STOP AT FIRST POSITIVE (IF APPLICABLE)	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
4080-1-(1-2)	ROOF COATING/TYPICAL EXTERIOR ROOF	PLM		1 DAY	
4080-2-(1-2)	CAULK/TYPICAL EXTERIOR DOORS, WINDOWS				
4080-3-(1-2)	CONCRETE/TYPICAL FOUNDATION				
4080-4-(1-2)	CONCRETE BLOCK/MORTAR/EXTERIOR FRONT PORCH				
4080-5-(1-2)	CARPET MASTIC/TYPICAL EXTERIOR PORCHES				
4080-6-(1-2)	PANELING/SOUTH ENCLOSED PORCH WALLS				
4080-7-(1-2)	LAMINATE FLOORING/TYPICAL INTERIOR				
4080-8-(1-2)	DRYWALL/JOINT COMPOUND/TYPICAL INTERIOR WALLS, CEILINGS				COMPOSITE SAMPLES
4080-9-(1-2)	CEILING PANELING/TYPICAL INTERIOR				
4080-10-(1-2)	SURFACE TEXTURE/TYPICAL INTERIOR WALLS				
23 4080-11-(1-2)	CERAMIC TILE/GROUT/THINSET/TYPICAL INTERIOR BATHROOM				

Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 02/13/26	Rcvd By:	Date: 2/18/26	Time:

Certificate Of Completion

Envelope Id: 304C621D-C894-8B72-8287-A9F89C13A891
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Subject: SIGNATURE - Demolition and Removal of Structure (GRM/260643) C.P. Danner Construction, Inc.
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Document Pages: 48
Signatures: 4
Certificate Pages: 5
Initials: 0
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City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
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Electronic Record and Signature Disclosure: Accepted: 5/29/2026 4:45:51 PM ID: 55d0eff8-059b-4f32-a240-30e668b5fe2c		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/29/2026 4:46:43 PM Viewed: 6/9/2026 9:19:47 AM Signed: 6/9/2026 9:26:10 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: 6/9/2026 9:26:13 AM Viewed: 6/9/2026 11:13:24 AM Signed: 6/9/2026 11:13:44 AM
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Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2026 11:13:46 AM Viewed: 6/9/2026 11:19:38 AM Signed: 6/9/2026 11:20:00 AM
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2026 4:39:07 PM
Certified Delivered	Security Checked	6/9/2026 11:19:38 AM
Signing Complete	Security Checked	6/9/2026 11:20:00 AM
Completed	Security Checked	6/9/2026 11:20:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 4080 SW 29TH PLACE

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 4080 SW 29TH PLACE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **C.P. DANNER CONSTRUCTION, INC.,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 30-0362809) ("Contractor").

WHEREAS, on April 8, 2026, City issued a Request For Quote ("RFQ") for the demolition and removal of a structure located at 4080 SW 29th Place, Ocala, Florida, 34474 RFQ No.: GRM/260643 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by C.P. Danner Construction, Inc. was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee for the demolition and removal of a structure at 4080 SW 29th Place, Ocala, Florida, 34474 (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor licensure.

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

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

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.

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

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

      Exhibit A: Scope of Work (A-1 through A-4)
      Exhibit B: Photos of Structure (B-1 through B-2)
      Exhibit C: Asbestos Report (C-1 through C-26)

      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.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified

inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **SIX-THOUSAND, EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($6,850)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work. A permit allowance has been established for this Project in the amount of **ONE HUNDRED FOUR AND NO/100 DOLLARS ($104)** and is included in the Contract Sum.

   A. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: Shaneka Greene**, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471**, E-Mail: SGreene@ocalafl.gov Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.

   B. **Progress Report and Progress Schedule**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

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

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

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

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

   G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Contractor shall commence work no later than **FIFTEEN (15)** working days from the date of issuance of a Notice to Proceed for the Project by City.

B. No work shall commence until Contractor has submitted proof of #62-257.900(1) – Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until **TEN (10)** business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice. **Notice of Demolition must be sent to FDEP and the City of Ocala Permit applied for within TWO (2) business days after issuance of NTP.**

C. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**

D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time 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.

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7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its quote. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

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

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C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

9. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

10. **CONTRACTOR WARRANTY**. Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of **TWO (2)** years from the date of final payment by City. Contractor shall, at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
    A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor has is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. Contractor represents that neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    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.

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B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.

C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

D. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.

F. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

G. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.

H. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

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

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19. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

20. **POLLUTION LIABILITY INSURANCE**. Contractors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per claim, and Two Million Dollars ($2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

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

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

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

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

22. **ADDITIONAL INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

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

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

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B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

    A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

    B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any

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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.

28. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
29. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
30. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
31. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
32. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
33. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

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

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

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

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

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

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

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

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

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

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terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

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

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

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

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

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

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

If to Contractor:

C.P. Danner Construction, Inc
Attention: Demetrius Jenkins
3511 N 29th Street
Tampa, FL, 33605
Phone: 813-642-8540
E-mail: cpdannerinc@gmail.com

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

44. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
45. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
46. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
47. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to

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

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on 6/9/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E102F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Willam E. Sexton, Esq.
City Attorney

C.P. DANNER CONSTRUCTION, INC.

Signed by:
Demetrius Jenkins
071D04B51DEE47B...

By: Demetrius Jenkins
(Printed Name)

Title: Project Manager
(Title)

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BACKGROUND

1. Contractor shall demolish and remove a structure located at **4080 SW 29th PL ST, Ocala, FL 34474 | 2380-003-013**.
    - demolish and remove improvements, remove junk, and cut and clean lot.
2. Contractor will provide all labor and equipment to complete this project.

ON-SITE REQUIREMENTS

Federal 40 CFR 61.145(c)(8) states in part, "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person trained in the provisions of this regulation and the means of complying with them is present." DEP requires this "trained person" to be on site when non-friable ACM is present, or is discovered, so problems can be caught early and corrected without delay.

PERMIT REQUIREMENTS

1. **City of Ocala Demolition Permit:**
    A. Contractor must obtain a City of Ocala demolition permit.
    B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.
    C. The application for demolition permit is available at: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits
    D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Marion County Permits:** In addition to any City required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.

PROJECT SUMMARY

This project consists of the following:

1. Termination of water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
2. Demolition and removal of a **structure, overgrowth, structural debris, structure contents, improvements, and any junk** on the property listed above.
3. Underbrush, overgrowth, and all debris must be removed from the property. All trees, **except for those that are dead,** shall remain.
4. Property shall be graded to final grade, using a box blade.

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5. The ground where the buildings are removed will be leveled, and if on a grade, sodded.
6. Any fuel tanks found must be pumped, disconnected, crushed, and backfilled or pumped and completely removed from the property according to Chapter 62-761 of the Florida Administrative Code.
7. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
8. Any septic tanks will be pumped, crushed and back-filled, according to City requirements, Florida Building and Plumbing codes, and the Marion County Health Department requirements.
9. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
10. All items will be removed from the property and properly disposed. **NO** items will be buried.

WEATHER DAYS

The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

CONTRACTOR RESPONSIBILITIES

1. Scheduling of demolition shall be coordinated through **Jennipher Buller,** (352)-629-8309, jbuller@ocalafl.gov.
2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
3. No work shall commence until the Contractor has submitted proof of #62-257.900(1) - Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager.
4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
    - USPS Certified Mail receipt
    - FedEx tracking receipt
    - Similar mailing methods, where delivery date can be verified.
5. *FDEP form 62-257.900(1) - Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
6. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
7. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.

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8. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
9. The contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
11. Contractor will be responsible for the inspector's overtime.
12. Provide on-site sanitary facilities as required by governing agencies.
13. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property within forty-eight (48) hours of notification from the City.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
8. All company shirts and vehicles must have a visible company name/logo.

SUB-CONTRACTORS

1. Contractor must perform a minimum of **30%** of the work with their own forces.

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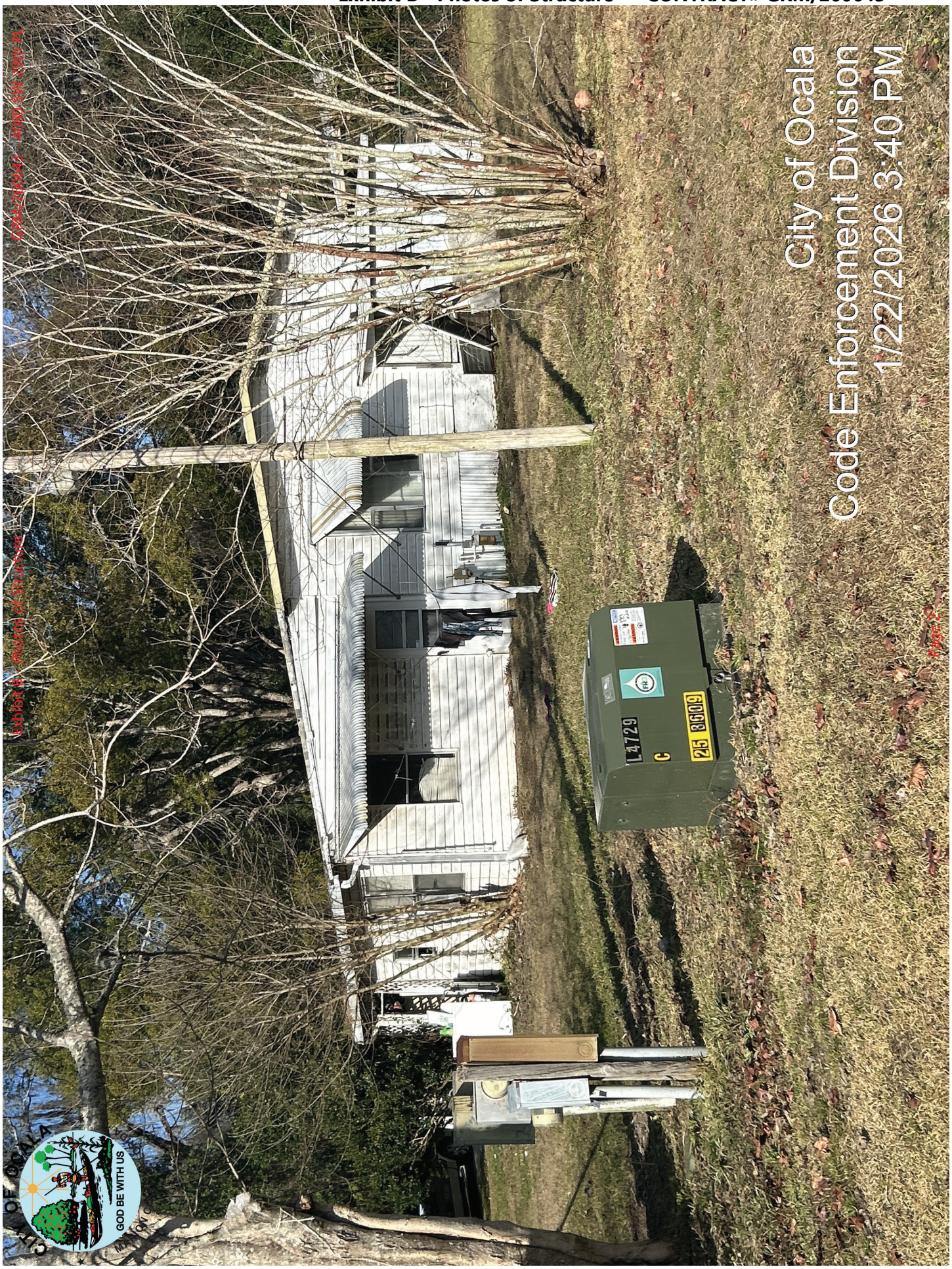
SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

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DK ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

•8786 Sonoma Coast Drive, Winter Garden, FL 34787
•(407)614-4572 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

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ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



4080 SW 29th Place
Ocala, FL 34474

PERFORMED ON:

February 13, 2026

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
200244

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Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

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I. INTRODUCTION

Property Address: 4080 SW 29th Place
Ocala, FL 34474

Survey Performed For: City of Ocala, Code Enforcement
201 SE 3rd Street, 2nd Floor, Ocala, FL 34474

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

Date of On-Site Survey: February 13, 2026

Date of Report: February 20, 2026

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko
Asbestos Building Inspector
200244

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II. SURVEY SUMMARY

On February 13, 2026, an Asbestos Survey was performed at 4080 SW 29th Place, Ocala, FL 34474. The property is a single-family detached dwelling. It is approximately 1,789 square feet and was constructed in 1980.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically, asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

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Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

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IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any renovation/demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

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V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
4080-1-1	Roof Coating/Beige	Intact	No	None Detected	Typical Exterior Roof	NA
4080-1-2	Roof Coating/Beige	Intact	No	None Detected	Typical Exterior Roof	NA
4080-2-1	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
4080-2-2	Caulk/White	Intact	No	None Detected	Typical Exterior Doors/Windows	NA
4080-3-1	Concrete/Gray	Intact	No	None Detected	Typical Foundation	NA
4080-3-2	Concrete/Gray	Intact	No	None Detected	Typical Foundation	NA
4080-4-1	Concrete Block/Mortar	Intact	No	None Detected	Exterior Front Porch	NA
4080-4-2	Concrete Block/Mortar	Intact	No	None Detected	Exterior Front Porch	NA
4080-5-1	Carpet Mastic/Brown	Intact	No	None Detected	Typical Exterior Porches	NA
4080-5-2	Carpet Mastic/Brown	Intact	No	None Detected	Typical Exterior Porches	NA
4080-6-1	Paneling/Brown	Intact	No	None Detected	South Enclosed Porch Walls	NA

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Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
4080-6-2	Paneling/Brown	Intact	No	None Detected	South Enclosed Porch Walls	NA
4080-7-1	Laminate Flooring/Brown	Intact	No	None Detected	Typical Interior	NA
4080-7-2	Laminate Flooring/Brown	Intact	No	None Detected	Typical Interior	NA
4080-8-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-8-1	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-8-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-8-2	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
4080-9-1	Ceiling Paneling/Brown	Intact	No	None Detected	Typical Interior	NA
4080-9-2	Ceiling Paneling/Brown	Intact	No	None Detected	Typical Interior	NA
4080-10-1	Surface Texture/White	Intact	Yes	None Detected	Typical Interior Walls	NA
4080-10-2	Surface Texture/White	Intact	Yes	None Detected	Typical Interior Walls	NA
4080-10-3	Surface Texture/White	Intact	Yes	None Detected	Typical Interior Walls	NA
4080-11-1	Ceramic Tile/Red	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-1	Grout/Brown	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-1	Mortar/Off-White	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Ceramic Tile/Red	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Grout/Brown	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Mortar/Off-White	Intact	No	None Detected	Typical Interior Bathroom	NA

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Bulk Collection and Sample Analysis Results						
Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
4080-11-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Bathroom	NA
4080-11-2	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Bathroom	NA

VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor
- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.
- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos

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fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contain at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

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Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

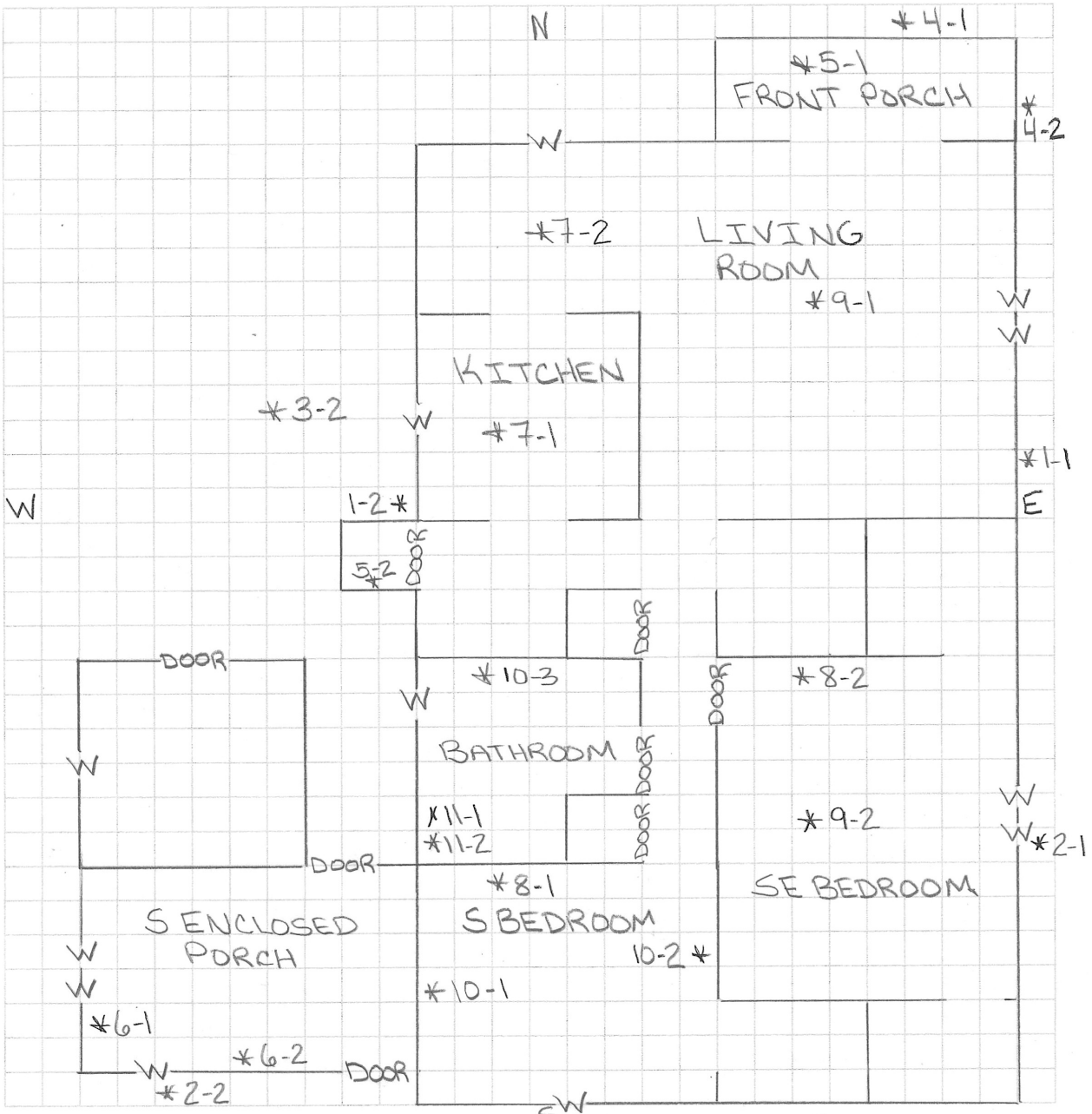
No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

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VII. SAMPLING LOCATIONS FLOOR PLAN

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case #_____

Address 4080 SW 29th Place
Ocala, FL 34474

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VIII. SAMPLING PHOTOGRAPHS



4080-1
Roof Coating
Typical Exterior Roof



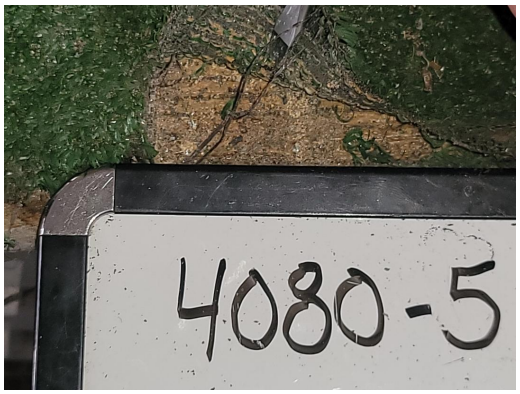
4080-2
Caulk
Typical Exterior Doors/Windows



4080-3
Concrete
Typical Foundation



4080-4
Concrete Block/Mortar
Exterior Front Porch



4080-5
Carpet Mastic
Typical Exterior Porches



4080-6
Paneling
South Enclosed Porch Walls

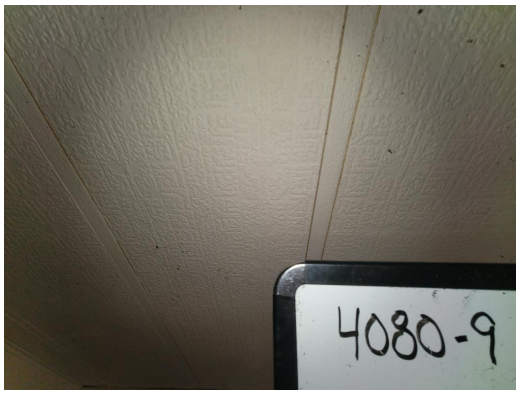
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4080-7
Laminate Flooring
Typical Interior



4080-8
Drywall/Joint Compound
Typical Interior Walls/Ceilings



4080-9
Ceiling Paneling
Typical Interior



4080-10
Surface Texture
Typical Interior Walls



4080-11
Ceramic Tile/Grout/Mortar
Typical Interior Bathroom

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IX. LICENSING



Asbestos Consulting & Training Systems

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL 34787

has successfully completed an English

Asbestos Building Inspection Refresher

9-Sep-25 TO 9-Sep-25

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273

NDAAC Provider #451 Trainer(s): Alberto Ania

Training Address: 4241 Baymeadows Rd Ste1. Jacksonville, FL, 32217

Successful course completion based on exam score on: 09/09/25

This Certificate Expires:

9-Sep-26 09/09/26

Processed By: Seagull

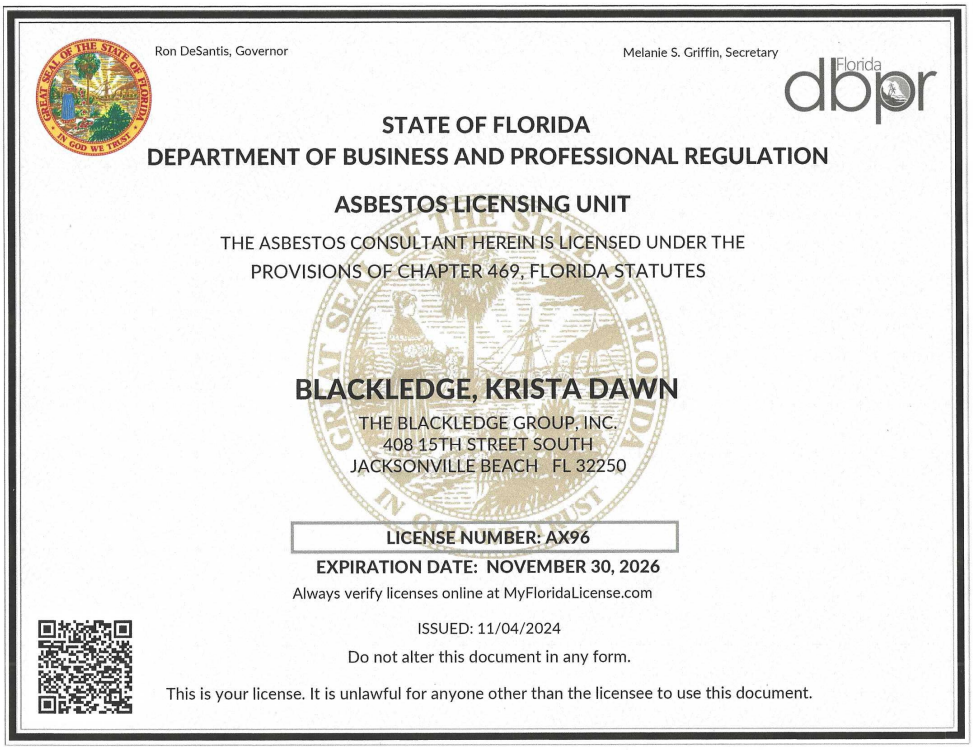
To Authenticate Certificate www.seagulltraining.com 1-800-966-9933

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2615), I CERTIFY THAT THIS TRAINING COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCES CONTROL ACT, 40 CFR PART 745 OR 763 AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS.

James F. Stump, Course Sponsor

Certificate Number: 200244

Course Number: JE2537



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.
408 15TH STREET SOUTH
JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

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X. GLOSSARY

Active waste disposal site: any disposal site other than an inactive site.

Adequately wet: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

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does not include shearing, slicing, or punching.

Demolition: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

Fabricating: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

Friable asbestos material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source: any source of emissions not controlled by an air pollution control device.

Glove bag: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

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Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding: to reduce to powder or small fragments and includes mechanical chipping or drilling.

In poor condition: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Inactive waste disposal site: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Non-friable asbestos-containing material: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

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Outside air: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material: finely divided particles of asbestos or material containing asbestos.

Planned renovation operations: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip: to take off RACM from any part of a facility or facility components.

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Structural member: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

Visible emissions: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

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HAYES MICROBIAL CONSULTING

#26007572

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

Phone: **(814) 243-1927**

4080 SE 29th Place
Ocala, FL 34474

Collected: **February 13, 2026**
Received: **February 18, 2026**
Reported: **February 19, 2026**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 23 samples by UPS in good condition for this project on February 18th, 2026.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.

EPA Laboratory ID: VA01419

DPH License: #PH-0198

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

4080 SE 20th Place
Ocala, FL 34474

Exhibit C - Asbestos Report

#26007572

CONTRACT # GRM/260643

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	4080-1-1 - Roof Coating/Typical Exterior Roof	Heterogenous / Paint / Beige	100%		**None Detected**
2	4080-1-2 - Roof Coating/Typical Exterior Roof	Heterogenous / Paint / Beige	100%		**None Detected**
3	4080-2-1 - Caulk/Typical Exterior Doors, Windows	Homogenous / Caulk / White	100%		**None Detected**
4	4080-2-2 - Caulk/Typical Exterior Doors, Windows	Homogenous / Caulk / White	100%		**None Detected**
5	4080-3-1 - Concrete/Typical Foundation	Heterogenous / Cementitious / Gray	100%		**None Detected**
6	4080-3-2 - Concrete/Typical Foundation	Heterogenous / Cementitious / Gray	100%		**None Detected**
7	4080-4-1 - Concrete Block/Mortar/Exterior Front Porch	Heterogenous / Cementitious / Gray	100%		**None Detected**
8	4080-4-2 - Concrete Block/Mortar/Exterior Front Porch	Heterogenous / Cementitious / Gray	100%		**None Detected**
9	4050-5-1 - Carpet Mastic/Typical Exterior Porches	Homogenous / Adhesive / Brown	100%		**None Detected**
10	4080-5-2 - Carpet Mastic/Typical Exterior Porches	Heterogenous / Adhesive / Brown	100%		**None Detected**
11	4080-6-1 - Paneling/South Enclosed Porch Walls	Heterogenous / Fibrous / Brown	1%	99% Cellulose Fibers	**None Detected**

Collected: **Feb 13, 2026** Received: **Feb 18, 2026** Reported: **Feb 19, 2026**

HAYES MICROBIAL CONSULTING

Project Analyst: James Kergosien, *James Kergosien* Date: **02 - 18 - 2026**

Reviewed By: Brian Keith, Date: **02 - 19 - 2026**

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

Chris Ritko, MRSA2040
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Report
4080 SE 20th Place
Ocala, FL 34474

#26007572
CONTRACT # GRM/260643

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
12	4080-6-2 - Paneling/South Enclosed Porch Walls	Heterogenous / Fibrous / Brown	1%	99% Cellulose Fibers	**None Detected**
13	4080-7-1 - Laminate Flooring/Typical Interior	Heterogenous / Wood / Brown	100%		**None Detected**
14	4080-7-2 - Laminate Flooring/Typical Interior	Heterogenous / Wood / Brown	100%		**None Detected**
15	4080-8-1 - Drywall/Joint Compound/Typical Interior Walls Ceilings	Homogenous / Texture / White	100%		**None Detected**
		Heterogenous / Drywall / White-Brown	95%	5% Cellulose Fibers	**None Detected**
16	4080-8-2 - Drywall/Joint Compound/Typical Interior Walls Ceilings	Homogenous / Texture / White	100%		**None Detected**
		Heterogenous / Drywall / White-Brown	95%	5% Cellulose Fibers	**None Detected**
17	4080-9-1 - Ceiling Paneling/Typical Interior	Heterogenous / Ceiling Tile / Brown	2%	98% Cellulose Fibers	**None Detected**
18	4080-9-2 - Ceiling Paneling/Typical Interior	Heterogenous / Ceiling Tile / Brown	2%	98% Cellulose Fibers	**None Detected**
19	4080-10-1 - Surface Texture/Typical Interior Walls	Homogenous / Texture / White	100%		**None Detected**
20	4080-10-2 - Surface Texture/Typical Interior Walls	Homogenous / Texture / White	100%		**None Detected**

Collected: **Feb 13, 2026** Received: **Feb 18, 2026** Reported: **Feb 19, 2026**

HAYES MICROBIAL CONSULTING

Project Analyst: James Kergosien, James Kergosien Date: 02 - 18 - 2026

Reviewed By: Brian Keith, Date: 02 - 19 - 2026

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 (804) 562-3435 contact@hayesmicrobial.com

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Report
4080 SE 20th Place
Ocala, FL 34474

#26007572
CONTRACT # GRM/260643

Asbestos PLM Bulk
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
21	4080-10-3 - Surface Texture/Typical Interior Walls	Homogenous / Texture / White	100%		**None Detected**
22	4080-11-1 - Ceramic Tile/Grout/Thinset/Typical/Interior Bathroom	Heterogenous / Ceramic / Red	100%		**None Detected**
		Heterogenous / Grout / Brown	100%		**None Detected**
		Homogenous / Mortar / Off-White	100%		**None Detected**
23	4080-11-2 - Ceramic Tile/Grout/Thinset/Typical/Interior Bathroom	Heterogenous / Ceramic / Red	100%		**None Detected**
		Heterogenous / Grout / Brown	100%		**None Detected**
		Homogenous / Mortar / Off-White	100%		**None Detected**
		Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White-Brown	95%	5% Cellulose Fibers	**None Detected**

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

Exhibit C - Asbestos Report
4086 SE 20th Place
Ocala, FL 34474

#26007572

CONTRACT # GRM/260643

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.

Docusign Envelope ID: 304C621D-C894-8B72-8287-A9F89C13A891

DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572
814-243-1927
dkenvironmental@yahoo.com

Exhibit C - Asbestos Report

Chain of Custody

CONTRACT # GRM/260643

N
SHIP: UPS - SD
DATE: 02-18-2026
4202 3112 4067

ASBESTOS
26007572

Job Number:	Job Name: 4080 SW 29TH PLACE OCALA, FL 34474	Collector:	Email: dkenvironmental@yahoo.com
Date Collected: 02/13/26		Notes: STOP AT FIRST POSITIVE (IF APPLICABLE)	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
4080-1-(1-2)	ROOF COATING/TYPICAL EXTERIOR ROOF	PLM		1 DAY	
4080-2-(1-2)	CAULK/TYPICAL EXTERIOR DOORS, WINDOWS				
4080-3-(1-2)	CONCRETE/TYPICAL FOUNDATION				
4080-4-(1-2)	CONCRETE BLOCK/MORTAR/EXTERIOR FRONT PORCH				
4080-5-(1-2)	CARPET MASTIC/TYPICAL EXTERIOR PORCHES				
4080-6-(1-2)	PANELING/SOUTH ENCLOSED PORCH WALLS				
4080-7-(1-2)	LAMINATE FLOORING/TYPICAL INTERIOR				
4080-8-(1-2)	DRYWALL/JOINT COMPOUND/TYPICAL INTERIOR WALLS, CEILINGS				COMPOSITE SAMPLES
4080-9-(1-2)	CEILING PANELING/TYPICAL INTERIOR				
4080-10-(1-2)	SURFACE TEXTURE/TYPICAL INTERIOR WALLS				
23 4080-11-(1-2)	CERAMIC TILE/GROUT/THINSET/TYPICAL INTERIOR BATHROOM				

Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 02/13/26	Rcvd By:	Date: 2/18/26	Time:

Certificate Of Completion

Envelope Id: 304C621D-C894-8B72-8287-A9F89C13A891
Status: Completed
Subject: SIGNATURE - Demolition and Removal of Structure (GRM/260643) C.P. Danner Construction, Inc.
Source Envelope:
Document Pages: 48
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/29/2026 4:36:46 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Demetrius Jenkins cpdannerinc@gmail.com Project Manager Security Level: Email, Account Authentication (None)	Signed by: Demetrius Jenkins 071D04B51DEE47B... Signature Adoption: Pre-selected Style Using IP Address: 2603:9000:6800:6c93:b5aa:7740:e17d:979 Signed using mobile	Sent: 5/29/2026 4:39:07 PM Viewed: 5/29/2026 4:45:51 PM Signed: 5/29/2026 4:46:40 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2026 4:45:51 PM ID: 55d0eff8-059b-4f32-a240-30e668b5fe2c		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/29/2026 4:46:43 PM Viewed: 6/9/2026 9:19:47 AM Signed: 6/9/2026 9:26:10 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: 6/9/2026 9:26:13 AM Viewed: 6/9/2026 11:13:24 AM Signed: 6/9/2026 11:13:44 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: 6/9/2026 11:13:46 AM Viewed: 6/9/2026 11:19:38 AM Signed: 6/9/2026 11:20:00 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/9/2026 11:19:38 AM ID: 9305a42c-62a8-4ab3-9eb1-c9f191a2489d		

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	5/29/2026 4:39:07 PM
Certified Delivered	Security Checked	6/9/2026 11:19:38 AM
Signing Complete	Security Checked	6/9/2026 11:20:00 AM
Completed	Security Checked	6/9/2026 11:20:00 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: D290AA22-A86D-8F81-8071-C2BC265FF367

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1301009-OCA

City of Ocala Rec and Parks - June - Aug Digital Options - 06/15/2026

ADVERTISER

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

BILL TO

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	#**OCA009218** - SW 17th St SS 0.25mi W/O US 441 F/E - 1 - 14' x 48'	6/15/2026	4-Week	$1,000.00	3.0	$3,000.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$3,000.00
TOTAL	$3,000.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

Docusign Envelope ID: D290AA22-A86D-8F81-8071-C2BC265FF367

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

Docusign Envelope ID: D290AA22-A86D-8F81-8071-C2BC265FF367

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays within 5 business days of the contracted start.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

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b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder~~.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

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g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA REC AND PARKS

DocuSigned by:
Ken Whitehead
5677E71E38874E4...
Signature

Ken Whitehead
Name

6/5/2026
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
75A102CA142B4A5...
Signature

Bradley Lacher
Name

6/4/2026
Date

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.,
City Attorney

Certificate Of Completion

Envelope Id: D290AA22-A86D-8F81-8071-C2BC265FF367
Status: Completed
Subject: FOR SIGNATURE - (REC/260801) Recreation and Parks Summer Billboard Agreement
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:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/3/2026 4:40:38 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 163.116.253.41	Sent: 6/3/2026 4:41:41 PM Viewed: 6/4/2026 10:21:10 AM Signed: 6/4/2026 10:21:30 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 10:21:31 AM Viewed: 6/4/2026 2:59:18 PM Signed: 6/4/2026 3:06:21 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 3:06:22 PM Viewed: 6/5/2026 8:07:02 AM Signed: 6/5/2026 8:07:35 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	6/3/2026 4:41:41 PM
Certified Delivered	Security Checked	6/5/2026 8:07:02 AM
Signing Complete	Security Checked	6/5/2026 8:07:35 AM
Completed	Security Checked	6/5/2026 8:07:35 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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CONSTRUCTION SERVICES AGREEMENT FOR GRINDER PUMP INSTALLATION AND FORCE MAIN CONNECTION

THIS CONSTRUCTION SERVICES AGREEMENT FOR GRINDER PUMP INSTALLATION AND FORCE MAIN CONNECTION (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BALANCED MECHANICAL SERVICES, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 47-4242931) ("Contractor").

R E C I T A L S :

WHEREAS, on April 13, 2026, City issued a Request for Quote ("RFQ") for the provision of construction services related to pump station installation and connection, RFQ No.: ELE/260651 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Balanced Mechanical & Plumbing Services, LLC was found to be a responsive and responsible bidder; and

WHEREAS, Contractor was chosen as the intended awardee to provide construction services related to the grinder pump station installation and force main connection (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-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.

   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:

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City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at:
http://www.ocalafl.gov/home/showpublisheddocument/26969

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 thirty percent (30%) 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 **FOURTEEN THOUSAND, EIGHT HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($14,855)** (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**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor shall also submit an updated schedule 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 Electric Department,** Attn: Brittany Craven, **1805 NE 30th Ave. Bldg. 400, Ocala, FL 34470** E-Mail: Elecadmingrp@ocalafl.gov and bcraven@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. **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

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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 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.

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.

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 **FIVE (5)** 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 NINETY (90) days of the start date indicated on the Notice to Proceed and ready for final payment within NINETY (90) 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

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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 **ONE HUNDRED AND NO/100 DOLLARS ($100)** 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 **ONE HUNDRED AND NO/100 DOLLARS ($100)** 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.

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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. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time 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.

9. **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,

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methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

10. **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; (ii) any other remedy as provided by law.

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D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager 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.

11. **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 **ONE (1)** year from the date of Final Completion. 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. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

13. **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.

14. **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.

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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.

15. **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.

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.

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

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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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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

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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.

22. **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.

23. **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 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.

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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 this Agreement.

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 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

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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. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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,

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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.

38. **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.

39. **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.

40. **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.

41. **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-

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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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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:

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If to Contractor:	Balanced Mechanical Services, LLC Attention: Robert Boyer 1865 NE Jacksonville Road Ocala, FL, 34470 Phone: 352-351-5560 E-mail: bids@balancedmech.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

48. **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.

49. **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.

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50. **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.

51. **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.

52. **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.

53. **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.

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

55. **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.

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

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

58. **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.

59. **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,

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understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

60. **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 6/10/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

BALANCED MECHANICAL SERVICES, LLC

Signed by:
Robert M. Boyer
C6FCF570420C44A...
(Signature)

By: Robert M. Boyer
(Printed Name)

Title: President
(Title of Authorized Signatory)

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BACKGROUND

1. Contractor shall perform plumbing services to connect the Shaw Substation control house, located at 3650 SW 42nd Street, Ocala 34474 to the City's newly installed sewer force main system. Work includes installation of a complete grinder pump station and associated piping, power connections, and all materials, labor, and permitting necessary delivering a functional wastewater connection. This work supports the conversion from the control house's existing drain field to the new sewer system.
2. The distance from the substation's existing sewer lateral to the City's new sewer line location is approximately 80 feet. The City is arranging the force main extension. Contractor will be responsible for connecting the control house to that force main and installing the grinder pump system.
3. Contractor will perform the abandonment and full removal of the existing septic tank. This shall include extraction and disposal of the existing tank, hauling away all associated debris, backfilling the excavation, and final grading of the disturbed area.

DELIVERY

1. Supplies will be delivered or shipped to Shaw Substation - 3650 SW 42 ST, Ocala, FL 34474
2. Scheduling of all deliveries shall be coordinated with the City Project Manager.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** Contractor will be required to perform the following services for the City of Ocala:

   a) Furnish and install a 1 HP, 115 Volt, 1 Phase grinder pump station with shutoff head (acceptable systems: E/One grinder stations or Liberty Pumps PRG Series).

   b) Provide and install the pump, wet well station, and control panel/box.

   c) Excavate, and place and set the station per manufacturer requirements.

   d) Work in coordination with OEU to connect the station to the provided power source required for full operation at factory recommended performance levels.

2. Piping and System Configuration:

   a) Install 2-inch force-main service piping from the grinder pump station to the City lateral tie in point, consistent with the distance of approximately 80 ft.

   b) Complete the physical connection of the grinder pump discharge line to the City's new force main. Depth of the force main is approximately 3' deep.

   c) Provide all materials, valves, fittings, bedding, backfill, and compaction required for complete installation.

   d) Ensure compliance with City standards, manufacturer specifications, and all applicable plumbing codes.

3. Testing and Commissioning:

   a) Conduct pressure testing of the force main piping. Force main was tested at 150psi.

   b) Function test the grinder pump system, controls, and alarms.

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c) Verify electrical performance with the coordinating electrician.

d) Restore all disturbed surfaces to pre-construction condition.

4. **Deliverables:**

a) Fully installed and operational grinder pump system.

b) Completed 2-inch service connection to City sewer lateral.

c) Test reports (pressure test, functional testing).

d) Maintenance manual and equipment documentation.

5. **Working Hours:** Working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding City observed holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

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. 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, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees should 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 to 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 Contractor's responsibilities.

c) Provide office facilities for Contractor, if needed.

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d) Power source required for full operation at factory recommended performance levels.

2. The City reserves the right to purchase any materials for Contractor to use. Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. 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. 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, 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 Contractor is advised to leave a property by the property owner or their representative, 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 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. 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.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% 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:** 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 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 the original locations.

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b) All work areas must be returned to original condition.

c) 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 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 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.

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REVISED Exhibit B - PRICE PROPOSAL

CONTRACT# ELE/260651

Contractor Name	Contractor Location
Balanced Mechanical & Plumbing Services, LLC	1865 NE Jacksonville Rd., Ocala, FL 34470

LUMP SUM PRICING

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
1	Installation of a 1 HP grinder pump station and plumbing services to connect the Shaw Substation control house to the City's sewer force main system. Price includes all materials, labor, and permitting costs, per Exhibit A – Scope of Work.	LS	1	$ 9,980.00	**$ 9,980.00**
				TOTAL LUMP SUM PRICING	**$ 9,980.00**

OPTIONAL LINE ITEM

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
2	Abandonment and full removal of the existing septic tank. This includes extraction and disposal of the existing tank, hauling away all associated debris, backfilling the excavation, and final grading of the disturbed area.	LS	1	$ 4,875.00	**$ 4,875.00**
				TOTAL LUMP SUM PRICING	**$ 4,875.00**

Certificate Of Completion

Envelope Id: 20441760-6016-80C2-8373-046D3B91782E
Status: Completed
Subject: SIGNATURE: (ELE/260651) Agreement for Grinder Pump Installation and Force Main Connection
Source Envelope:
Document Pages: 23
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/4/2026 9:30:11 AM
Security Appliance Status: Connected

Holder: Amber Bartleson
abartleson@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Robert M. Boyer bids@balancedmech.com President Security Level: Email, Account Authentication (None)	Signed by: Robert M. Boyer C6FCF570420C44A... Signature Adoption: Pre-selected Style Using IP Address: 216.255.254.107	Sent: 6/4/2026 9:31:48 AM Viewed: 6/4/2026 9:48:49 AM Signed: 6/5/2026 2:47:43 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 9:48:49 AM ID: ad239119-c4dc-4e2a-9898-b623ad41e787		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/5/2026 2:47:45 PM Viewed: 6/9/2026 9:12:33 AM Signed: 6/9/2026 9:16:46 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 6/9/2026 9:16:48 AM Viewed: 6/9/2026 11:15:42 AM Signed: 6/10/2026 6:01:44 PM
Electronic Record and Signature Disclosure: Accepted: 6/10/2026 6:00:03 PM ID: 17b6d6f1-f8d6-4a53-bac9-c81fc2523b70		
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: 6/10/2026 6:01:45 PM Viewed: 6/11/2026 12:47:13 PM Signed: 6/11/2026 12:47:37 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/11/2026 12:47:13 PM ID: 19efa6de-4b40-4f16-b9bc-f9ebd0456fcb		

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	6/4/2026 9:31:48 AM
Certified Delivered	Security Checked	6/11/2026 12:47:13 PM
Signing Complete	Security Checked	6/11/2026 12:47:37 PM
Completed	Security Checked	6/11/2026 12:47:37 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: 27E96723-B809-895C-8384-78CF0580440C

FIRST AMENDMENT TO AGREEMENT FOR ANNUAL SIDEWALK MAINTENANCE AND REPAIR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ANNUAL SIDEWALK MAINTENANCE AND REPAIR SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION ROCK, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 59-3402323) ("Contractor").

WHEREAS, on August 20, 2025, City and Contractor entered into an Agreement for Sidewalk Maintenance and Repair Services (the "Original Agreement"), City of Ocala Contract No.: CIP/250657, for a term beginning August 6, 2025, and ending August 5, 2027; and

WHEREAS, City and Contractor now wish to add two-line items to the original 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 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. **AMENDMENT TO EXHIBIT B.** 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. **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:	Marion Rock, LLC Attention: Nicole Almanza 5979 SE Maricamp Road Ocala, Florida 34472 Phone: 352-687-2023 E-mail: Nicole.marionrock@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

Docusign Envelope ID: 27E96723-B809-895C-8384-78CF0580440C

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This 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.]

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IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/7/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

MARION ROCK, LLC

DocuSigned by:
Ryan Boutwell
287A20FCDCF441A...

By: Ryan Boutwell
(Printed Name)

Title: President
(Title)

Docusign Envelope ID: 27E96723-B809-895C-8384-78CF0580440C

ITEM	DESCRIPTION	UOM	UNIT COST
G-01	Mobilization	LS	**$1,250.00**
G-02	Labor and Equipment	HR	**$204.45**
G-05-1	Maintenance of Traffic	Day	**$650.00**
G-05-2	Maintenance of Traffic	EA	**$650.00**
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	**$5.00**
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	**$5.00**
G-11-1	Excavation, General	CY	**$9.00**
G-11-2	Excavation, General	CY	**$8.00**
G-12-1	Imported Backfill Material	CY	**$18.00**
G-12-2	Imported Backfill Material	CY	**$16.50**
G-21-1	Removal of Concrete	SY	**$9.90**
G-21-2	Removal of Concrete	SY	**$7.60**
G-22-1	Remove Concrete Curb & Gutter and/or Traffic Separator	LF	**$18.25**
G-22-2	Remove Concrete Curb & Gutter and/or Traffic Separator	LF	**$9.75**
G-25-1	Asphalt Pavement Removal	SY	**$10.00**
G-25-2	Asphalt Pavement Removal	SY	**$6.00**
G-45	Manhole Adjustments on Stormwater Cover	EA	**$1,750.00**
G-40	Pull and Junction Box,Furnish and Install	EA	**$3,100.00**
G-41	Pull and Junction Box, Install	EA	**$1,100.00**
G-42	Pull and Junction Box, Relocate	EA	**$1,500.00**
G-49-1	12" CONCRETE MITERED END	EA	**$1,260.00**
G-49-2	15" CONCRETE MITERED END	EA	**$1,285.00**
G-49-3	18" CONCRETE MITERED END	EA	**$1,325.00**
G-49 -4	24" CONCRETE MITERED END	EA	**$1,475.00**
G-49 -5	30" CONCRETE MITERED END	EA	**$1,625.00**
G-49-6	36" CONCRETE MITERED END	EA	**$1,925.00**
G-49-7	42" CONCRETE MITERED END	EA	**$2,500.00**
G-49-8	48" CONCRETE MITERED END	EA	**$3,500.00**
G-50-1	Concrete Flume	SY	**$156.00**
G-50-2	Concrete Flume	SY	**$154.00**
G-50-3	Concrete Flume "D" curb	LF	**$100.00**
G-50-4	Concrete Flume "D" curb	LF	**$45.00**
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	**$1,400.00**
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	**$1,400.00**
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	**$1,400.00**
G-54-4	Pipe Handrail, Aluminum	LF	**$1,400.00**
G-55-1	Bollard, 4 Inch	EA	**$1,006.00**
G-55-2	Bollard, 6 Inch	EA	**$1,315.00**
G-56-A-1	Concrete Curb , Type A	LF	**$37.00**
G-56-A-2	Concrete Curb , Type A	LF	**$32.00**
G-56-B-1	Concrete Curb, Type B	LF	**$37.00**
G-56-B-2	Concrete Curb, Type B	LF	**$32.00**
G-56-D-1	Concrete Curb, Type D	LF	**$31.00**
G-56-D-2	Concrete Curb, Type D	LF	**$20.00**
G-56-E-1	Concrete Curb Type E	LF	**$44.00**
G-56-E-2	Concrete Curb Type E	LF	**$37.00**
G-56-F-1	Concrete Curb Type F	LF	**$43.00**
G-56-F-2	Concrete Curb Type F	LF	**$38.00**
G-56-RA-1	Concrete Curb, Type RA	LF	**$49.00**
G-56-RA-2	Concrete Curb, Type RA	LF	**$49.00**
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	**$56.00**
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	**$35.00**
G-56-BC-1	Concrete Curb Back of Sidewalk	LF	**$31.00**
G-56-BC-2	Concrete Curb Back of Sidewalk	LF	**$22.00**
G-58-1	4 inch concrete (3000 psi/with fiber)	SY	**$65.00**
G-58-2	4 inch concrete (3000 psi/with fiber)	SY	**$61.00**
G-58-3	4 inch concrete (3000 psi)	SY	**$65.00**
G-58-4	4 inch concrete (3000 psi)	SY	**$60.00**
G-58-5	4 inch concrete (4000 psi /with fiber)	SY	**$75.00**
G-58-6	4 inch concrete (4000 psi /with fiber)	SY	**$74.00**
G-58-7	4 inch concrete (3000 psi / pump mix)	SY	**$84.00**
G-58-8	4 inch concrete (3000 psi / pump mix)	SY	**$78.00**
G-58-9	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 3000 psi)	SY	**$90.00**
G-58-10	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 3000 psi)	SY	**$85.00**
G-58-11	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 4000 psi)	SY	**$95.00**

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ITEM	DESCRIPTION	UOM	UNIT COST
G-58-12	6 inch concrete with fiber reinforced and/or rebar (engineers design dictates, 4000 psi)	SY	**$85.00**
G-58-13	6 inch concrete with fiber reinforced (3000 psi / with fiber - pump mix)	SY	**$130.00**
G-58-14	6 inch concrete with fiber reinforced (3000 psi / with fiber - pump mix)	SY	**$95.00**
G-58-15	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	**$170.00**
G-58-16	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	**$110.00**
G-58-17	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$119.00**
G-58-18	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$88.00**
G-58-19	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$142.00**
G-58-20	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	**$102.00**
G-58-21	Concrete Edge Beam	LF	**$59.00**
G-58-22	Concrete Edge Beam	LF	**$36.00**
G-58-23	Miscellaneous Concrete	CY	**$435.00**
G-58-24	Miscellaneous Concrete	CY	**$405.00**
G-58-25	Quick Setting Additive	SY	**$23.00**
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	**$875.00**
G-60-1	Brick Paver Bands (furnish and install)	LF	**$560.00**
G-60-2	Architectural Pavers (traffic rated, Furnish and install)	SY	**$853.00**
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	**$1,925.00**
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	**$1,925.00**
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	**$1,925.00**
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	**$1,925.00**
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	**$1,925.00**
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	**$1,925.00**
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	**$1,925.00**
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	**$1,925.00**
G-62	Detectable Warning Mats on existing Walking Surfaces	SY	**$600.00**
G-63-1	Roof Drain Assembly (conduit)	EA	**$1,500.00**
G-63-2	Roof Drain Assembly (Polylok trench drain)	EA	**$6,325.00**
G-68-1	REMOVE AND REPLACE END WALLS, 12"	LS	**$3,810.00**
G-68-2	REMOVE AND REPLACE END W ALLS, 15"	LS	**$3,810.00**
G-68-3	REMOVE AND REPLACE END WALLS, 18"	LS	**$4,840.00**
G-68-4	REMOVE AND REPLACE END WALLS, 24"	LS	**$5,775.00**
G-68-5	REMOVE AND REPLACE END WALLS, 30 "	LS	**$8,320.00**
G-68-6	REMOVE AND REPLACE END W ALLS, 36"	LS	**$9,785.00**
G-68-7	REMOVE AND REPLACE END WALLS, 42"	LS	**$14,010.00**
G-68-8	REMOVE AND REPLACE END WALLS, 48"	LS	**$15,250.00**
G-79-1	Seed and Mulch	SY	**$10.00**
G-79-2	Seed and Mulch	SY	**$5.00**
G-80-1	Sod - St. Augustine	SY	**$8.00**
G-80-2	Sod - St. Augustine	SY	**$7.00**
G-80-3	Sod - Bahia	SY	**$4.50**
G-80-4	Sod - Bahia	SY	**$4.50**
G-90	Miscellaneous Sign Remove & Reinstall	EA	**$500.00**
G-100-1	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	**$220.00**
G-100-2	TRAFFIC SEPARATOR CONCRETE-TYPE I, 6' WIDE	LF	**$245.00**
G-100-3	TRAFFIC SEPARATOR CONCRETE- TYPE I, 8.5' WIDE	LF	**$284.00**
G-100-4	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 4' WIDE	LF	**$255.00**
G-100-5	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 6' WIDE	LF	**$280.00**
G-100-6	TRAFFIC SEPARATOR CONCRETE- TYPE II, 8.5' WIDE	LF	**$318.00**
G-100-7	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	LF	**$221.00**
G-100-8	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE	LF	**$245.00**
G-100-9	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 8.5' WIDE	LF	**$285.00**
G-100-10	TRAFFIC SEPARATOR CONCRETE, TYPE V, 4' WIDE	LF	**$255.00**
G-100-11	TRAFFIC SEPARATOR CONCRETE- TYPE V, 6' WIDE	LF	**$285.00**
G-107	Concrete Pump - W/250 feet of hose per location	LS	**$1,585.00**
G-108	Decorative Stamp installed in concrete finish (City provides stamp)	EA	**$85.00**
E-1-1	1" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$31.00**
E-1-2	1" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$18.00**
E-2-1	2" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$32.00**
E-2-2	2" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$14.00**
E-3-1	3" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$34.00**
E-3-2	3" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$16.00**
E-4-1	4" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$37.00**
E-4-2	4" SCHD 40 PVC Conduit (Furnish & Install)	LF	**$19.00**
W-20-1	Adjust Valve Box to Grade	EA	**$750.00**

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ITEM	DESCRIPTION	UOM	UNIT COST
W-20-2	Adjust Meter Box to Grade	EA	**$1,000.00**

Certificate Of Completion

Envelope Id: 27E96723-B809-895C-8384-78CF0580440C
Status: Completed
Subject: FOR SIGNATURE -(CIP/250657)Amendment 1 - Marion Rock, LLC - Sidewalk Maintenance and Repair Services
Source Envelope:
Document Pages: 6
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/1/2026 9:56:23 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ryan Boutwell ryan.marionrock75@gmail.com President Marion rock inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/6/2026 7:21:57 AM ID: efad7788-45d5-4c6a-9730-907b739f2400	DocuSigned by: Ryan Boutwell 287A20FCDCF441A... Signature Adoption: Pre-selected Style Using IP Address: 129.222.0.205 Signed using mobile	Sent: 6/1/2026 10:16:27 AM Viewed: 6/6/2026 7:21:57 AM Signed: 6/6/2026 7:23:40 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 2600:8807:c94f:5400:f832:f202:d11d:3419 Signed using mobile	Sent: 6/6/2026 7:23:41 AM Viewed: 6/7/2026 10:18:56 AM Signed: 6/7/2026 10:19:13 AM
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: 6/7/2026 10:19:15 AM Viewed: 6/7/2026 4:11:22 PM Signed: 6/7/2026 4:12:21 PM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/7/2026 4:12:22 PM Viewed: 6/8/2026 8:24:51 AM Signed: 6/8/2026 8:25:02 AM

Signer Events	Signature	Timestamp
Accepted: 6/8/2026 8:24:51 AM ID: f6618cb0-17b0-4290-83bf-9bfc390f5016		

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
Nicole Almanza nicole.marionrock@gmail.com Office Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2026 6:55:44 AM ID: 03d16592-2e8e-4810-9071-96e7e4ac9911	COPIED	Sent: 6/1/2026 10:16:28 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2026 9:58:05 AM
Certified Delivered	Security Checked	6/8/2026 8:24:51 AM
Signing Complete	Security Checked	6/8/2026 8:25:02 AM
Completed	Security Checked	6/8/2026 8:25:02 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: B5E00E6A-741B-8724-80A6-AE70D7858334

Renewal of the Remix Services Agreement for SunTran

Remix Technologies LLC ("*Remix*") and City of Ocala, by and through SunTran ("Customer" and together with Remix, the "*Parties*") have entered into an agreement titled Remix Services Agreement for SunTran(the "*Agreement*") dated as of August 1, 2020 and extended by the Contract Assignment & Renewal #1. Upon execution of this Renewal (the "*Renewal*"), the Parties agree to the following:

1. Renewal. With effect from August 1, 2026 (the "*Effective Date*") the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 2 months until September 30, 2026.

2. Price. The Parties hereby agree to the following price structure:

Remix Transit Planning Platform License	Total Contract Value: $2,500 USD Pricing valid if signed by July 31, 2026. Includes: ● Remix licenses for an unlimited number of users within organization. ● Software as a Service (SaaS): fully hosted, cloud-based web platform. ● Platform functionality as described in the Agreement with continuous improvements released throughout the course of the contract ● Dedicated Customer Success staff ● Premium Enterprise Support: response to requests in 3 business days
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.
Additional Services	Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be added to this Agreement at an additional cost during the Term.
Payment Terms	Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.

3. Conflicts, Use of Terms, Governing Law. Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Renewal will be governed by the same law as the Agreement.

Docusign Envelope ID: B5E00E6A-741B-8724-80A6-AE70D7858334

REMIX TECHNOLOGIES LLC

By: Signed by: Mike Vaccarino A57DDE11B395448...

Name: Mike Vaccarino

Title: Vice President

Date: 6/15/2026

CITY OF OCALA, by and through SUNTRAN

By: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Name: Peter Lee

Title: City Manager

Date: 6/9/2026

Remix Billing Information

Attn
Accounts Receivable

Address
114 Fifth Avenue, Floor 17
New York, NY 10011

Email
AR@ridewithvia.com

Customer Billing Information

Attn

_____

Address

_____

Email

_____

Phone

_____

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB0A8ED04F2...

William E. Sexton, Esq.
City Attorney

Certificate Of Completion

Envelope Id: 8FA79C1B-1D0A-8027-83EF-E5A52DE8D9AE
Status: Completed
Subject: SIGNATURE - (SUN/230762) Remix Technologies, LLC 2-month Renewal
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/29/2026 4:31:04 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/29/2026 4:32:05 PM Viewed: 6/9/2026 9:26:34 AM Signed: 6/9/2026 9:26:46 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: 6/9/2026 9:26:47 AM Viewed: 6/9/2026 11:12:52 AM Signed: 6/9/2026 11:13:00 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	5/29/2026 4:32:05 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/9/2026 11:12:52 AM
Signing Complete	Security Checked	6/9/2026 11:13:00 AM
Completed	Security Checked	6/9/2026 11:13:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Getting paper copies

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

Withdrawing your consent

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All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

Docusign Envelope ID: B5E00E6A-741B-8724-80A6-AE70D7858334

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

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Acknowledging your access and consent to receive and sign documents electronically

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

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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: 0AF0C561-94D9-8F5B-80DB-F82DB444E10A

THIRD AMENDMENT TO AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS

THIS THIRD AMENDMENT TO AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CHARLES WHITE FENCE, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-8367837) ("Contractor").

WHEREAS, on January 5, 2022, City and Charles White Fence, Inc., entered into an Agreement for Stormwater Fencing Installation and Repairs (the "Original Agreement"), City of Ocala Contract No.: PWD/210562, for a term of three years from December 22, 2021 through December 21, 2024; and

WHEREAS, on October 17, 2024, City and Contractor entered into a First Amendment to Agreement for Stormwater Fencing Installation and Repairs (the "First Amendment") to extend the Original Agreement for the first of two (2) one-year renewal periods, from December 22, 2024 to December 21, 2025; and

WHEREAS, on December 18, 2025, City and Contractor entered into a Second Amendment to Agreement for Stormwater Fencing Installation and Repairs (the "Second Amendment") to extend the Original Agreement for the second of two (2) one-year renewal periods, from December 22, 2025 to December 21, 2026, and to revise the line items described in **Exhibit B – Price Proposal**; and

WHEREAS, City and Contractor now desire to further revise the line items described in **Exhibit B – Amended 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 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 Third Amendment.

3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Second Amendment as **Exhibit B – Amended Price Proposal** is hereby deleted and replaced in its entirety with **Amended Exhibit B – Price Proposal**.

4. **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 Contractor:

Charles White Fence, Inc.
Attention: Charles White
6828 NE Jacksonville Road
Ocala, Florida 34479
Phone: 352-369-9592
E-mail: cwhitefence@hotmail.com

Docusign Envelope ID: 0AF0C561-94D9-8F5B-80DB-F82DB444E10A

If to City of Ocala:	Patricia Lewis, Interim Director City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8248 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Third 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 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.

7. **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.]

Docusign Envelope ID: 0AF0C561-94D9-8F5B-80DB-F82DB444E10A

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 6/4/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E64A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

CHARLES WHITE FENCE, INC.

DocuSigned by:
Charles White
936AD13F7B3C41A...

By: Charles White
(Printed Name)

Title: President
(Title of Authorized Signatory)

Docusign Envelope ID: 0AF0C561-94D9-8F5B-80DB-F82DB444E10A

	Galvanized Fencing			
1	6' Galvanized fence fabric	FT	$	**5.70**
2	Top Rail (Galvanized)	EA	$	**82.00**
3	Line Post (Galvanized	EA	$	**37.00**
4	End Post (Galvanized)	EA	$	**100.00**
5	Corner Post (Galvanized)	EA	$	**100.00**
6	Tension Wire (Galvanized)	LF	$	**0.25**
7	Wire Ties (Galvanized)	EA	$	**0.20**
8	6' x 14' wide single swing gate (Galvanized)	EA	$	**1,125.00**
9	6' x 12' wide single swing gate (Galvanized)	EA	$	**900.00**
10	6' x 10' wide single swing gate (Galvanized)	EA	$	**775.00**
11	6' x 8' wide single swing gate (Galvanized)	EA	$	**500.00**
12	6' x 6' wide single swing gate (Galvanized)	EA	$	**425.00**
13	6' x 4' wide single swing gate (Galvanized)	EA	$	**400.00**
14	Gate Hinge Kit (Galvanized)	EA	$	**50.00**
15	6" Gate Post (Galvanized)	EA	$	**325.00**
16	4" Gate Post (Galvanized)	EA	$	**155.00**
17	3" Gate Post (Galvanized)	EA	$	**100.00**
18	Post Cap (Galvanized)	EA	$	**6.76**
19	Rail End (Galvanized)	EA	$	**2.00**
20	Brace (Galvanized)	EA	$	**1.78**
21	Tension Band (Galvanized)	EA	$	**1.65**
22	Chain link drop rod kit (Galvanized)	EA	$	**30.00**
	PVC Coated Fencing			
23	6' PVC coated fence fabric	FT	$	**7.65**
24	Line Post ((PVC coated)	EA	$	**50.00**
25	End Post (PVC coated)	EA	$	**126.45**
26	Corner Post (PVC coated)	EA	$	**126.45**
27	Top Rail (PVC coated)	EA	$	**98.49**
29	Tension wire (PVC coated)	LF	$	**0.25**
30	End Pull Corner Post (PVC coated)	EA	$	**126.45**
31	Wire Ties (PVC coated)	EA	$	**0.20**
32	6' x 12' wide single swing gate (PVC coated)	EA	$	**1,058.00**
33	6' x 10' wide single swing gate (PVC coated)	EA	$	**911.00**
34	6' x 8' wide single swing gate (PVC coated)	EA	$	**588.00**
35	6' x 6' wide single swing gate (PVC coated)	EA	$	**500.00**
36	6' x 4' wide single swing gate (PVC coated)	EA	$	**470.00**
37	Gate Hinge Kit (PVC coated)	EA	$	**70.00**
38	6" Gate Post (PVC coated)	EA	$	**544.70**
39	4" Gate Post (PVC coated)	EA	$	**170.00**
40	3" Gate Post (PVC coated)	EA	$	**126.45**
41	Post Cap (PVC coated)	EA	$	**6.20**
42	Rail End (PVC coated)	EA	$	**4.70**
43	Brace (PVC coated)	EA	$	**2.60**
44	Tension Band (PVC coated)	EA	$	**2.30**
45	Drop rod kit (Powder coated)	EA	$	**60.00**
	Decorative Aluminum Fencing			
46	6' x 8' decorative aluminum fence panel	EA	$	**305.00**
47	Decorative aluminum fence panel post	EA	$	**55.00**
48	6' x 4' decorative aluminum walkthrough gate	EA	$	**620.00**
49	6' x 8' decorative aluminum swing gate	EA	$	**1,100.00**
50	6' x 10' decorative aluminum gate	EA	$	**1,180.00**
51	6' x 12' decorative aluminum gate	EA	$	**1,295.00**

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52	4" decorative aluminum post	EA	$ 80.00
53	6" decorative aluminum post	EA	$ 250.00
86	2.5" sq x 130" 0.75 line post	EA	$ 75.00
87	2.5" sq x 130" 0.75 gate post		$ 75.00
88	4" sq x 130' .125 gate post	EA	$ 99.00
89	LLAA Lokk Latch	EA	$ 40.00
90	Q Bolt - 24" Drop Rod	EA	$ 45.00
91	8' x 10' double drive gate with hinges	EA	$ 1,750.00
92	8' x 6' decorative aluminum fence panel	EA	$ 315.00
	FDOT 870/880 2 and 3-Rail		
54	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 10.00
55	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	$ 5.00
56	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 5.00
57	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 10.00
58	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	$ 5.00
59	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	$ 5.00
60	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 10.00
61	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	$ 5.00
62	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 5.00
63	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 10.00
64	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	$ 5.00
65	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	$ 5.00
66	3-Rail Aluminum installation hardware kit	EA	$ 10.00
67	2- Rail Steel installation hardware kit	EA	$ 5.00
68	2-Rail Aluminum installation hardware kit	EA	$ 5.00
69	Removal of and disposal of unsalvageable damaged rail	LF	$ 5.00
	Wood Stockade Fencing		
70	6' x 8' wood stockade fence panel (pressure treated pine)	EA	$ 115.00
71	6' x 8' Wood stockade swing gate (pressure treated pine)	EA	$ 300.00
72	Gate post (pressure treated pine) 4" x 4" x 10'	EA	$ 18.16
	Miscellaneous		
73	Commercial drop rod kit	EA	$ 30.00
93	Quik Rock Bucket	EA	$ 75.00
94	Core drills through concrete	EA	$ 75.00
74	3000 psi Concrete	50 lbs	$ 4.00
75	3' Bulldog hinge	EA	$ 20.00
76	4" Bulldog hinge	EA	$ 25.00
77	8" Bulldog hinge	EA	$ 39.00
78	2" Pressed steel loop cap	EA	$ 3.00
79	Windscreen	LF	$ 3.00
80	Additional clearing with mower (2-man crew with tools)	HR	$ 130.00
81	Additonal clearing with bush hog up to 4" tree (2-man crew with tools)	HR	$ 130.00
82	Installation, Removal, Repair rate charge 2-person crew with tools- straight time (normal working hours: Monday - Friday, 7 AM - 5 PM)	HR	$ 130.00
83	Installation, Removal, Repair rate charge 2-person crew with tools - after hours (outside of normal working hours)	HR	$ 130.00
84	Removal of old fence up to and including 6' high, including labor	LF	$ 2.00
85	Installation and removal of temporary fencing, including materials and labor	LF	$ 8.00
86	6' high tube slats with bottom locks (not installed)	EA	$ 85.00

Certificate Of Completion

Envelope Id: 0AF0C561-94D9-8F5B-80DB-F82DB444E10A
Status: Completed
Subject: FOR SIGNATURE - (PWD/210562) 3rd Amendment - Fence Installation & Repairs - Charles White Fence
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:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/4/2026 1:42:47 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Charles White cwhitefence@hotmail.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Charles White 936AD13F7B3C41A... Signature Adoption: Pre-selected Style Using IP Address: 2001:579:2478:1c30:11b2:caf2:2dff:eb	Sent: 6/4/2026 1:47:26 PM Viewed: 6/4/2026 1:52:56 PM Signed: 6/4/2026 1:53:36 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 1:52:56 PM ID: 8b6b895b-7770-4568-b32b-eaa011ac203c		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 1:53:38 PM Viewed: 6/4/2026 2:03:12 PM Signed: 6/4/2026 2:03:32 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/4/2026 2:03:33 PM Viewed: 6/4/2026 2:31:22 PM Signed: 6/4/2026 2:32:10 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: 6/4/2026 2:32:12 PM Viewed: 6/4/2026 2:34:53 PM Signed: 6/4/2026 2:35:05 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/4/2026 2:34:53 PM ID: 54942f73-ad9a-419d-9e29-73948c6078ff		

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	6/4/2026 1:47:26 PM
Envelope Updated	Security Checked	6/4/2026 1:48:34 PM
Certified Delivered	Security Checked	6/4/2026 2:34:53 PM
Signing Complete	Security Checked	6/4/2026 2:35:05 PM
Completed	Security Checked	6/4/2026 2:35:05 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: 34949EA2-B7D0-8B40-80BE-D978D972A75F

FARO
3084 AMETEK

C-260524

FARO Technologies, Inc., a business of AMETEK, Inc.
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Joi Haner
Email: joi.haner@faro.com
Sales Support: Ainel Grana
Contact Person: John McDaniel

Quotation No: 06701 23
Quotation Date: 02/26/2026
Expiration Date: 03/28/2026
Lead Times: 2-6 weeks
Tracker: 8-12 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works
Origin

Bill To:

Ocala Police Department - Ocala - FL
402 S Pine Ave
Ocala,FL,34471
US

Ship To:

Ocala Police Department - Ocala - FL
Ocala,United States
402 S Pine Ave
Ocala,FL,34471
US

Notes:

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
SV2-SCNB-1Y-R	**FOCUS Standard Complete Care-1 Yr. Rnwl.** Complete care coverage for Focus Standard scanners. Includes parts and labor for repairs and annual cleaning and calibration. One year renewal. Contract Date: 04/01/2026 - 03/31/2027 LLS081914489	1	$ 5,230	$ 5,230
SMAR0900-1Y SCENE	**SCENE MAINT - 1Y RNWL** Contract Date: 04/01/2026 - 03/31/2027 731853862345581356	1	$ 1,476	$ 1,476

FARO Technologies, Inc., a business of AMETEK, Inc., 125 Technology Park, Lake Mary FL 32746-6204
Phone No: 407-333-9911
www.faro.com

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Docusign Envelope ID: 34949EA2-B7D0-8B40-80BE-D978D972A75F

SMAR51007-1Y	**FARO Zone 3D Expert Maintenance Rnwl 1Y** Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. Contract Date: 04/01/2026 - 03/31/2027 2129181767	1	$ 1,200	$ 1,200

Total Unit Price:	**$ 7,906.00**
Sub Total:	$ 7,906.00
Shipping & Handling:	$ 0.00
Total Excluding Tax:	$ 7,906.00
Total Taxes:	$ 0.00
Total Due: (USD)	**$ 7,906.00**

OPTIONAL ITEMS

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT

FARO Technologies, Inc., a business of AMETEK, Inc., 125 Technology Park, Lake Mary FL 32746-6204

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www.faro.com

Docusign Envelope ID: 34949EA2-B7D0-8B40-80BE-D978D972A75F

**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote, including FARO Negotiated Delivery Terms and Conditions, accepted

DocuSigned by:
Signature: Peter Lee Print: Peter Lee
5BB28E162F2E4C2...
Title: City Manager Date: 6/12/2026
Accounts Payable Name:_____ Email:_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

Docusign Envelope ID: 34949EA2-B7D0-8B40-80BE-D978D972A75F

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

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ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com

STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser from FARO Technologies, Inc. ("FARO"), its affiliates, subsidiaries and related companies except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order or quotation issued by FARO or approved by FARO (each, an "Order"). FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. If any conflict exists between local law and any section of these terms and conditions, the local law shall apply and replace only that section. Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by FARO shall be included or incorporated by reference herein. FARO shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that FARO shall not have expressly accepted in writing.

ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS AND ANY ORDER, BOTH OF EITHER OF WHICH MAY BE DELIVERED TO PURCHASER IN ELECTRONIC FORM BY FARO, SHALL BE DEEMED TO HAVE OCCURRED UPON THE EARLIER OF EXECUTING OR ACCEPTING THESE STANDARD TERMS AND CONDITIONS OR TAKING DELIVERY OF ANY PRODUCTS. ANY DEVIATION FROM, OR EXCEPTIONS TO, THESE TERMS AND CONDITIONS MUST BE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FARO.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00 (Definitions).

- **1.0 Payment of Purchase Price**

1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice.If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment.FARO shall be entitled to issue an invoice upon shipment of Product.FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).

1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale, or use of Product.Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.

1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations, or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.

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1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:

a. the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;

b. the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;

c. the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers) hereof;

d. the right to terminate any existing Software license agreement with Purchaser; and

e. the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).

1.05 Except as expressly set forth in Section 4.06 (Factory Repairs), FARO does not permit returns on any Products shipped. In addition, FARO does not permit returns of Software delivered digitally, including Software downloaded by Purchaser or Software activated by a product key received by Purchaser via electronic mail, flash drive, memory card, or similar type of electronic delivery system.

1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.

1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs. FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.

1.08 Given the increased risk of invoice fraud, Purchaser should treat any notification to change details of Seller's bank account with suspicion. FARO will not inform or instruct Purchaser to make remittance or money transfers to any other beneficiary, address or bank account via email. Always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. Verify any requested changes by speaking to a known FARO representative

- **2.0 Delivery and Transportation**

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2.01 Delivery dates set forth in the Order are estimates and not guarantees and are based upon conditions at the time such estimate is given.

2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01 (Force Majeure/ Entire Agreement / Governing Law / Miscellaneous)). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.

2.03 If there is a shortage of Product, excessive demand for Product, or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.

2.04 Responsibility for all costs and risks in any way connected with the storage, transportation, and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit, or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.

2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.

2.06 FARO does not assume any risk for (i) late deliveries of goods, (i) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines)

- **3.0 Installation, Operator Training and Maintenance**

3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product, and setting up of Product for operation.

3.02 Subject to Section 4.00 (Warranties and Exclusions; Exclusive Remedies and Disclaimers), Purchaser shall be responsible for all maintenance of Product.

3.03 FARO shall invoice training with other Products set forth in the Order, if applicable. Purchaser shall have six (6) months from the date of invoice ("Training Period") to complete training. If training is not completed within the Training Period, FARO may refuse to conduct training at its discretion. Any training not completed within the Training Period is forfeited by the Purchaser.

3.04 Understanding that training is invoiced upon ordering the training and paid in advance, there may be additional penalties for changing training dates in some circumstances. Purchaser may freely cancel or reschedule a confirmed training class with more than ten (10) working days' notice prior to the date of the scheduled training class at no additional cost. If the Purchaser cancels or reschedules a confirmed training class with less than ten working days' notice prior to the date of

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the scheduled training class, but prior to the date of training, Purchaser may be charged up to an additional fifty percent (50%) of the cost of training to reschedule. Rescheduling training on the date of training is not allowed. Any training that is not attended by Purchaser on the confirmed date of the training must be repurchased by Purchaser to be rescheduled.

- **4.0 Warranties and Exclusions; Exclusive Remedies and Disclaimers**

4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will be secure from cyber-threats or operate in an uninterrupted or error free manner.

4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.

4.03 Purchaser understands and agrees that Products sold hereunder are not intended for application in, and shall not be used by Purchaser in the construction or operation of a nuclear installation, a nuclear facility or a nuclear reactor or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved by FARO for such activity or application. FARO disclaims all liability for loss or damage resulting from such unauthorized use and Purchaser shall defend, hold harmless and indemnify FARO against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise. Where FARO approves the application of the Products in a nuclear facility, the Purchaser shall, before the use or provision of such Products, execute a Nuclear Defense and Indemnification Agreement in a form acceptable to FARO.

4.04 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire one (1) year after the day that the Product is shipped from FARO (the "Warranty Period"), at the end of the month during which the Product is shipped.

4.05 To properly make a claim under the Warranties, Purchaser must deliver written notice of the claim to FARO during the Warranty Period, at FARO's contact information set forth on the Order, together with a description of such claim in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any claim reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product, of equal or greater performance, or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation. As for such additional needed repairs, FARO shall quote Purchaser for

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such, which Purchaser can choose or reject such service at its discretion, and return shipping to Purchaser will be at Purchaser's cost and expense.

4.06 The Warranties shall not apply to or cover:

a. Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the abilities for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure, or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.

b. Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, fan filter cleaning and system clock battery replacement.

c. Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with Section 4.11 or FARO's prior express written consent is obtained.

d. Any defect in or related to Product which FARO cannot duplicate with reasonable effort.

e. Any defect in or related to Product caused by materials, including hardware, software, or data not supplied by FARO.

f. Any defect caused or resulting from accident; physical, electrical or magnetic stress; failure of electric power, air condition or environmental controls; or use in or with defective or non-compatible equipment, hardware, software or data.

g. Any defect or problem caused by changes in the operating characteristics of computer systems, hardware, or software developed after Product is delivered.

h. Any Product exported by Purchaser outside of the country of purchase.

i. Any demonstration or used Product.

j. Any services of FARO. **ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

k. Any Third-Party Product sold or included with the Products. Such Third-Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. **OTHERWISE, SUCH THIRD-PARTY PRODUCTS ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

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4.07 Factory Repairs

l. Purchaser agrees to ship Product to FARO in the original packing container.

m. Shipping charges due by Purchaser exclude brokerage fees, duties, taxes and VAT.

n. IF PRODUCT IS UNDER STANDARD WARRANTY: Purchaser agrees to ship Product to FARO at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.

o. IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product, of equal or better performance ("Temporary Replacements"), as appropriate, while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.

p. IF PRODUCT IS NOT UNDER ANY WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.

4.08 FARO may utilize new or refurbished components of Product to perform any Warranty service.

4.09 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust, or replace Product, with a similar or newer product, as provided in Section 4.04.

4.10 DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS, OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PATICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

4.11 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

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4.12 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:

q. Product is currently within the Warranty Period;

r. The new owner is, or becomes, a Certified User; and

s. FARO Customer Service is informed of and approves of the transfer.

4.13 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User approved by FARO Customer Service, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third-party.

4.14 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4.15 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

- **5.0 Limitations of Liability**

5.01 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the Product or inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, losses arising from virus, ransomware, or cyber-attacks, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as when Temporary Replacements are provided per Section 4.06(d)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive, and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from the Product, or test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.

5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.

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5.03 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions and that the same form an essential basis of the bargain between the parties.

- **6.0 Design Changes**

6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date. FARO reserves the right to substitute similar products of the same value without prior notification to the Customer.

6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

- **7.0 Intellectual Property**

7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7.02 Purchaser acknowledges and agrees that the Products (including Software) contains trade secrets, confidential, and proprietary information of FARO and shall maintain all Products (including Software) as confidential and proprietary information of FARO. Purchaser shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, confidential, and proprietary information of FARO than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions or for purpose of making one (1) archival or back-up copy of the Software) alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Products (and Software), in whole or in part, or permit access to or use thereof by any third-party.

7.03 Purchaser acknowledges that any unauthorized use of the Products (and Software), or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions, and permanent injunctions from any such unauthorized use.

7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

- **8.0 Indemnification**

8.01 Purchaser will defend, indemnify, and hold harmless FARO against all claims, losses, liabilities, damages, costs, and expenses either (a) on account of any damage to property or injury or death

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of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule, or regulation

The Purchaser's liability is limited, however to the limits set forth in Florida Statute § 768.28 in force at the time this agreement was entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to the City of Ocala pursuant to Florida law.

- **9.0 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous**

9.01 FARO shall not be liable for any loss, damage, detention, or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including, without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.

9.03 No representative of FARO has any authority to modify, alter, delete, or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.

9.04 For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in the United States District Court for the Middle District of Florida, Orlando Division.

9.05 For Orders in the Europe Union, these terms shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office within the country.

9.06 For Orders outside of the United States of America and the European Union, these terms shall be governed by local law, and the exclusive place of jurisdiction for all disputes between

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FARO and Purchaser shall be the city of FARO's registered office in country or, if no registered office exists, the city of the agent of FARO within the country.

9.07 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

9.08 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.09 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT, OR ACTION RELATED THERETO OR HERETO.

9.10 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit, or other proceeding relates.

9.11 Purchaser agrees to comply with all applicable law. Purchaser shall not export or re-export any Product in violation of applicable export control law, rules or regulations. Deliveries of these goods, products, Software, technologies or know-how-transfer to countries outside the country of sale or to third parties are subject to authorization by FARO or may be prohibited. U.S.-origin goods, products, software, technologies or know-how-transfer which are of at least ten percent (10%) U.S.-origin are liable to U.S. Export Administration Regulations and export outside the country of sale may be prohibited. All export control obligations associated with a resale shall be borne by the exporter.

9.12 Public Records. FARO shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, FARO 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 FARO does not transfer the records to the public agency; and D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of FARO or keep and maintain public records required by the public agency to perform the service. If FARO transfers all public records to the public agency upon completion of the contract, FARO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FARO keeps and maintains public records upon completion of the contract, FARO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

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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 FARO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FARO'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.**

- **10.0 Definitions**

10.01 "Certified User" means any person who has completed at least one full session of product-specific training for Product.

10.02 "FARO" and "FARO Customer Service" means FARO Technologies, Inc.

10.03 "FARO Intellectual Property" means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements, and updates of any Product.

10.04 "Purchaser" means the party buying Product and who is legally obligated under the Order.

10.05 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs, disk drive directory organization, and content, sold pursuant to the Order.

10.06 "Purchase Price" means the agreed-upon price of Product set forth in the Order.

10.07 "Third-Party Product" shall mean any equipment, products, Software, or services of a third-party that FARO sells or makes available to Purchaser under an Order.

FARO Technologies, Inc.

Signature: Signed by: Brian Rasbach EF2D57AD2572442...

Name: Brian Rasbach

Title: Director of Sales

Date: 3/3/2026

City of Ocala

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Name: Peter Lee

Title: City Manager

Date: 6/12/2026

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

Certificate Of Completion

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Signatures: 3
Certificate Pages: 5
Initials: 0
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110 SE Watula Avenue
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Ocala, FL 34471
plewis@ocalafl.org
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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: 6/3/2026 5:07:04 PM Viewed: 6/12/2026 9:21:19 AM Signed: 6/12/2026 9:21:38 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2026 4:17:08 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	6/12/2026 9:21:19 AM
Signing Complete	Security Checked	6/12/2026 9:21:38 AM
Completed	Security Checked	6/12/2026 9:21:38 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: BC40C908-C313-8040-8388-91502804ED2A

AMENDMENT TO AGREEMENT

THIS AMENDMENT ("**Amendment**") dated as of the last signature date below ("**Amendment Effective Date**") is entered into by and between Fiserv Solutions, LLC, a Wisconsin limited liability company (as converted from Fiserv Solutions, Inc.), with offices located at 600 N. Vel R. Phillips Avenue, Milwaukee, WI 53203 ("**Fiserv**"), and City of Ocala, a Florida municipal corporation, with offices located at 110 SE Watula Ave., Ocala, FL34471 ("**Client**"), and amends the Direct Electronic Payment Delivery Agreement dated August 29, 2023, between Fiserv and Client (as amended through the date hereof, the "**Agreement**").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of Services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement to update terms as further set forth herein;

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.

2. Term. The term of the Agreement is extended through August 28, 2031. All other renewal and termination provisions remain unchanged.

3. Service Fees. The "Per Payment Fee" listed in Section 3 of Exhibit A is increased to $0.08.

4. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

City of Ocala

Signed by:
Signature: Janice Mitchell
55198B43858A4E1...

Name: Janice Mitchell

Title: CFO

Date: 6/4/2026

Fiserv Solutions, LLC

Signed by:
Signature: Ben Sappenfield
5C59DB42976C4AF...

Name: Ben Sappenfield

Title: Authorized Signatory

Date: June 5, 2026 | 08:08 EDT

Fiserv Agr.01074247.0

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Docusign Envelope ID: 979B556B-D032-8AF4-8296-82E7CC565B0B

FIRST AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO TRANSFORMER SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **STUART C. IRBY COMPANY, LLC, D/B/A IRBY,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 64-0179050) ("Irby" or "Vendor").

WHEREAS, on March 10, 2026, City and Irby entered into an Agreement for Transformer Supply and Delivery Services (the "Original Agreement"), City of Ocala Contract No.: ELE/260259; and

WHEREAS, the parties have determined that the Original Agreement's existing quarterly price adjustment limit of one and one-half percent (1.5%) per quarter does not reflect the parties' mutually intended pricing mechanism; and

WHEREAS, City and Irby wish to amend the Original Agreement to establish a maximum quarterly increase or decrease of three percent (3%).

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

1. **RECITALS**. City and Irby 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 Irby 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 COMPENSATION - PARAGRAPH 5.A (2).** The language contained in Paragraph 5 A. (2) is hereby deleted and replaced in its entirety with the following:

   Any and all price adjustments shall be subject to a maximum negotiated price increase or decrease of no more than **THREE PERCENT (3%) PER QUARTER** based upon the Producer Price Index by Industry – Electric Power and Specialty Transformer Manufacturing – Power and Distribution Transformers, Except Parts (PPI Index Number PCU3353113353111) and the Price Adjustment Methodology set forth in **Exhibit D – Vendor's Proposa**l. All requests for price adjustments must include proper justification and documentation supporting the adjustment.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Irby:

Stuart C. Irby Company, LLC
Attention: Matt Smith
38 Skyline Drive
Lake Mary, Florida 32746
Phone: 352-267-7572
E-mail: matthewsmith@irby.com

Docusign Envelope ID: 979B556B-D032-8AF4-8296-82E7CC565B0B

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

5. **COUNTERPARTS.** This 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: 979B556B-D032-8AF4-8296-82E7CC565B0B

IN WITNESS WHEREOF, the parties have executed this First Amendment on 6/4/2026.

ATTEST:

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

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

STUART C. IRBY COMPANY, LLC, D/B/A IRBY

DocuSigned by:
korby keeney
E13D7762225F4E7...

By: Korby Keeney
(Printed Name)

Title: SVP Utility Sales
(Title)

Certificate Of Completion

Envelope Id: 979B556B-D032-8AF4-8296-82E7CC565B0B
Status: Completed
Subject: SIGNATURE: First Amendment - Transformer Supply and Delivery (Irby) ELE/250274
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:
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
5/29/2026 1:31:51 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Korby Keeney keeney@irby.com SVP Utility Sales Security Level: Email, Account Authentication (None)	DocuSigned by: korby keeney E13D7762225F4E7... Signature Adoption: Pre-selected Style Using IP Address: 165.225.36.81	Sent: 5/29/2026 1:41:11 PM Viewed: 6/1/2026 7:53:25 AM Signed: 6/1/2026 7:53:51 AM
Electronic Record and Signature Disclosure: Accepted: 6/1/2026 7:53:25 AM ID: 89ade297-3b75-4451-9220-ced75e2dd484		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/1/2026 7:53:53 AM Viewed: 6/3/2026 5:20:11 PM Signed: 6/3/2026 5:20:50 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/3/2026 5:20:51 PM Viewed: 6/4/2026 7:51:44 AM Signed: 6/4/2026 7:51:57 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 7:51:44 AM ID: 1aecbfa3-39a9-4713-8476-cd2346f097f4		
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: 6/4/2026 7:51:59 AM Viewed: 6/4/2026 10:06:40 AM Signed: 6/4/2026 10:06:52 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/4/2026 10:06:40 AM ID: 9a1e83b0-d72d-406c-9ec4-b3e24e4da650		

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
Shawn West swest@irby.com RVP - Sales and Operations Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/4/2026 10:06:54 AM
Matthew Smith matthewsmith@irby.com Utility District Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/4/2026 10:06:54 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2026 1:41:11 PM
Certified Delivered	Security Checked	6/4/2026 10:06:40 AM
Signing Complete	Security Checked	6/4/2026 10:06:52 AM
Completed	Security Checked	6/4/2026 10:06:54 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: 843C908E-DFB5-88B7-8116-8F02D956ED30

FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR PARKING LOT IMPROVEMENT PROGRAM PROJECTS

THIS FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT FOR PARKING LOT IMPROVEMENT PROGRAM PROJECTS ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION ROCK, LLC,** a limited liability company duly organized in and authorized to do business in the state of Florida (EIN: 59-3402323) ("Contractor").

WHEREAS, on May 12, 2026, City and Contractor entered into a Construction Services Agreement for Parking Lot Improvement Program Projects (the "Original Agreement"), City of Ocala Contract No.: CIP/250996; and

WHEREAS, the Contract Term start and end dates were incorrect in the Original Agreement; and

WHEREAS, City and Contractor wish to amend the Original Agreement to reflect the correct start and end dates for the initial Contract Term.

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. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **APRIL 22, 2026** and continue in effect for a term of **TWO (2) YEARS**, through and including **APRIL 21, 2028** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.
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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Marion Rock, LLC
Attention: Ryan Boutwell, Vice President
5979 SE Maricamp Road
Ocala, Florida 34472
Phone: 352-687-2023
E-mail: ryan.marionrock75@gmail.com
nicole.marionrock@gmail.com

Docusign Envelope ID: 843C908E-DFB5-88B7-8116-8F02D956ED30

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

5. **COUNTERPARTS.** This 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: 843C908E-DFB5-88B7-8116-8F02D956ED30

IN WITNESS WHEREOF, the parties have executed this First Amendment on 5/29/2026.

ATTEST:

Signed by:
Angel B. Jacobs
8DB357f4Q38E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
c5677F71588874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8E5D04F3...

William E. Sexton, Esq.
City Attorney

MARION ROCK, LLC

DocuSigned by:
Ryan Boutwell
287A20FCDCF441A...

By: Ryan Boutwell
(Printed Name)

Title: President
(Title)

Certificate Of Completion

Envelope Id: 843C908E-DFB5-88B7-8116-8F02D956ED30
Status: Completed
Subject: FOR SIGNATURE - Amendment 1 - Parking Lot Improvement Program (CIP/250996)
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:
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
5/14/2026 3:16:12 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Ryan Boutwell ryan.marionrock75@gmail.com President Marion rock inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Ryan Boutwell 287A20FCDCF441A... Signature Adoption: Pre-selected Style Using IP Address: 216.255.254.9	Sent: 5/14/2026 3:21:28 PM Viewed: 5/18/2026 11:42:03 AM Signed: 5/18/2026 11:42:11 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2026 11:42:03 AM ID: cb268a8d-3129-46ad-bfa7-4dade30871ea		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/18/2026 11:42:12 AM Viewed: 5/20/2026 2:59:48 PM Signed: 5/20/2026 3:00:02 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/20/2026 3:00:04 PM Viewed: 5/29/2026 8:25:30 AM Signed: 5/29/2026 8:34:02 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: 5/29/2026 8:34:03 AM Viewed: 6/3/2026 10:11:59 AM Signed: 6/3/2026 10:12:10 AM
Electronic Record and Signature Disclosure: Accepted: 6/3/2026 10:11:59 AM ID: cf4fee91-d6d9-49bf-a682-ad6f4cd9ecc0		

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
Samuel Grant sgrant@ocalafl.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 6/3/2026 10:12:17 AM Viewed: 6/3/2026 1:46:29 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2026 3:21:28 PM
Certified Delivered	Security Checked	6/3/2026 10:11:59 AM
Signing Complete	Security Checked	6/3/2026 10:12:10 AM
Completed	Security Checked	6/3/2026 10:12:17 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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AGREEMENT TO PROVIDE FIRE ASSESSMENT ROLL UPDATE SERVICES

THIS AGREEMENT TO PROVIDE FIRE ASSESSMENT ROLL UPDATE SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ALFRED BENESCH & COMPANY,** a foreign-profit corporation duly organized in the state of Illinois and authorized to do business in the state of Florida (EIN: 36-2407363) ("Consultant").

WHEREAS, on May 8, 2026, City issued a Request for Quote for the provision of preparing the annual fire assessment roll update, RFQ No.: BUD/260739 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of the price and other evaluation factors set forth therein, Alfred Benesch & Company was determined to be a responsive and responsible respondent; and

WHEREAS, Consultant was chosen as the intended awardee to prepare the annual fire assessment roll update (the "Services"); and

WHEREAS, Consultant certifies that Consultant 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 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. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Consultant 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-2)

      Exhibit B: Fire Assessment Study (B-1 through B-37)

      Exhibit C: Final Roll 2026 Assessment (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.** Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Consultant 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 Consultant an amount no greater than **TWENTY-ONE THOUSAND, NINE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($21,955)** (the "Contract

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Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with frequency detailed in **Exhibit A – Scope of Work**.

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

B. **Invoice Submission**. All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Consultant will be given a coversheet for their invoice. This cover sheet must be filled out correctly and submitted with each invoice. Consultant shall invoice at least once a month. Consultant shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Budget**, Attn: **Tammi Haslam,** Address: **110 SE Watula Avenue, 3rd Floor, Ocala, Florida 34471**: E-Mail: thaslam@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 Consultant; (ii) fails to meet the Standard of Care 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)** calendar days of the Consultant's remedy or resolution of the inadequacy or defect.

E. **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 judgments at the highest rate as allowed by law.

F. **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 Consultant may be offset by any delinquent amounts due to the City or fees and/or charges

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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. 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. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JUNE 1, 2026** and continue in effect for a term of **ONE (1) YEAR**, through and including **MAY 31, 2027** (the "Term"). This Agreement may be renewed for up to **ONE (1)** optional **ONE (1) YEAR** period by written consent between City and Consultant.

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. 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. **INSPECTION AND ACCEPTANCE OF THE WORK**. Consultant shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Consultant 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 Consultant 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 work.

   B. Neither the Project Manager's review of Consultant's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Consultant's work in progress or for the means, methods, techniques, sequences, procedures or safety precautions or programs incident Consultant's furnishing and performing the work.

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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 Consultant 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 Consultant written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Consultant by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Consultant fails to timely perform any of the services set forth in the specifications of the Agreement or Consultant's Services fail to meet the Standard of Care;

      (2) Consultant provides material that does not meet the specifications of the Agreement;

      (3) Consultant fails to complete the work required within the time stipulated in the Agreement; or

      (4) Consultant fails to make progress in the performance of the Agreement and/or gives City reason to believe that Consultant cannot or will not perform to the requirements of the Agreement.

   B. **Consultant's Opportunity to Cure Default**. City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to Consultant. Consultant 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 Consultant 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 Consultant Default**. In the event that Consultant 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 Consultant to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Consultant all actual damages, costs, and reasonable attorney's fees arising from Consultant's default prior to termination; and

      (4) City shall be entitled to recovery 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.

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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 Consultant 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, Consultant 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. 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.

9. **DELAYS AND DAMAGES.** The Consultant 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 Consultant 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 Consultant's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Consultant 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. **CONSULTANT REPRESENTATIONS**. Consultant expressly represents that:

A. Consultant 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 Consultant under this Agreement.

B. Consultant has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Consultant in the Contract Documents, and that the City's written resolution of same is acceptable to Consultant.

C. Consultant 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 Consultant, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, Consultants, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Consultant 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

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or with the United States…" Consultant 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 Consultant, 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. **CONSULTANT RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Consultant:

    A. Consultant 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. Consultant shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Consultant shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Consultant shall comply with all applicable and non-conflicting local, state, and Federal laws, regulations, and ordinances, in effect on the effective date of this Agreement, which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to the City and will conform its work to any orders or instructions issued by the City.

    E. Consultant shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, provided the City continues to pay Consultant for Services not in dispute, except as Consultant 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 Consultant 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 Consultant. 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.** 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

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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.

17. **GENERAL LIABILITY INSURANCE.** Consultant 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 Consultants.

    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 Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

18. **PROFESSIONAL LIABILITY AND OMISSIONS.** Consultant shall procure and maintain, for a period of not less than **FIVE (5) YEARS** from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than One Million Dollars ($1,000,000) per claim and aggregate.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** 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. Consultant 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**.

20. **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 subcontractors, or for anyone whose negligent act(s) Consultant may be legally liable.

    B. No insurance shall be provided by the City for Consultant under this Agreement and

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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 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. **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.gov.** 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 Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management, except for the Professional Liability policy.

D. City as Additional Insured. The City of Ocala shall be included 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 event 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.gov.

A. Failure to Maintain Required 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.

F. 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 included as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Consultant 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

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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 Consultant or any other persons or organizations having a direct contract with Consultant, 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 Consultant or any other persons or organizations having a direct contract with Consultant, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Consultant, 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. **INDEPENDENT CONSULTANT STATUS.** Consultant acknowledges and agrees that under this Agreement, Consultant and any agent or employee of Consultant shall be deemed at all times to be an independent Consultant and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Consultant nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Consultant 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 Consultant in its performance of 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. **PUBLIC RECORDS.** Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, 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 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant

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shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.

26. **AUDIT.** 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.

27. **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. Notwithstanding the foregoing, upon completion of the project Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Agreement in client proposals for the purposes of establishing work experience.

28. **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.

29. **CONFLICT OF INTEREST.** Consultant 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. Consultant shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant'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.

30. **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

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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.

31. **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.

32. **INDEMNITY.** Consultant 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, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or its employees in performance of its Services under this Agreement.

33. **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.

34. **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 Consultant:	Alfred Benesch & Company Attention: Faith Lake 1000 North Ashley Drive Tampa, Florida 33602 Phone: 703-598-3250 E-mail: flake@benesch.com
If to City of Ocala:	Patricia Lewis, Interim Director 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

35. **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

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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. For purposes of this Agreement, the Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

36. **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.

37. **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.

38. **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.

39. **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.

40. **MUTUALITY OF NEGOTIATION.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant 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.

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

42. **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.

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

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

45. **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.

46. **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.

47. **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 6/9/2026.

ATTEST:

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

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

ALFRED BENESCH & COMPANY

Signed by:
Elisabeth Schuck
E14F244ACS7143F...

By: Elisabeth Schuck
(Printed Name)

Title: Vice President
(Title)

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BACKGROUND

1. Consultant shall prepare the annual fire assessment roll update for Fiscal Year 2026–27. These services will also be required for Fiscal Year 2027–28. Consultant shall provide all labor, services, and related resources necessary to perform the work in full compliance with the Scope of Work and specifications set forth herein.
2. The City of Ocala, located in Marion County, Florida, has an estimated population of 65,000 residents and covers approximately 47.2 square miles. The City offers a small-town environment within a growing metropolitan area and is conveniently accessible via Highway 40 and Interstate 75.
3. In January 2021, the City adopted a non-ad valorem fire assessment. The first year of the assessment was billed directly by the City of Ocala, with subsequent years included in tax bills issued by the Marion County Tax Collector. The City anticipates reimposing the non-ad valorem fire assessment for the fiscal year beginning October 1, 2026. Annual coordination with the Marion County Property Appraiser and the Marion County Tax Collector is required pursuant to the Uniform Collection Act (Florida Statutes 197.3632).

PROJECT SUMMARY AND DELIVERABLES

1. **Project Summary:** The Consultant shall be required to perform the following services for the City of Ocala:
   - Update property data portions of the fire assessment roll based on the updated Marion County Property Appraiser (MCPA) database released in June/July of 2026.
   - Coordinate with MCPA regarding any questions on the revisions and/or new classifications.
   - Identify parcels that have experienced a change in their classifications.
   - Update the fire assessment roll and submit the updated roll to the Marion County Tax Collector on or before September 15, 2026.
   - Incorporate any additional changes sent by MCPA in October of 2026.
   - Coordinate with the City Project Manager to discuss results or respond to questions on the roll data via virtual meetings, e-mails, or phone calls.
2. **Important Dates:**

   TRIM Data
   - Friday, July 31, 2026, 5:00 P.M: TRIM Notice Non-Ad Valorem Data Cut-off.
   - Saturday, August 1, 2026, by Noon: MCPA provides TRIM data to the City of Ocala or its designee.
   - Tuesday, August 4, 2026, by Noon: City of Ocala returns TRIM data to MCPA.

   TRIM Notices
   - Thursday, August 20, 2026: Tentative mailing date.

   Final Roll (Tax Notices)
   - Friday, October 2, 2026, 5:00 P.M.: Final Roll Cut-off.
   - Saturday, October 3, 2026, by Noon: MCPA provides final roll data to the City of Ocala or its

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designee.

- Tuesday, October 6, 2026, by Noon: City of Ocala returns final roll data to MCPA

3. **Deliverables:** The Consultant 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.

CONSULTANT EMPLOYEES AND EQUIPMENT

1. Consultant 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 Consultant shall provide an assigned Project Manager, who will be the primary point of contact. Consultant shall 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 Consultant shall replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Consultant shall each be promptly notified by the other of any complaints received.
4. Consultant will operate as an independent consultant 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.

CITY OF OCALA RESPONSIBILITIES

City shall furnish the following services/data to Consultant for the performance of services:

A. Access to City buildings and facilities to perform the work.

B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City pertinent to the Consultant's responsibilities.

C. Provide office facilities for the Consultant, if needed.

CONSULTANT RESPONSIBILITIES

1. Consultant shall complete all work required under this Scope of Work in accordance with policies and procedures of the City and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Consultant shall obtain and pay for any licenses, additional equipment, etc., required to fulfill this contract.
3. Data collected by Consultant 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.
4. Consultant 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.

SUB-CONTRACTORS

1. Consultant must perform 100% of the work with their own forces.

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CITY OF OCALA

FIRE ASSESSMENT STUDY

Final Technical Report
June 29, 2023



Prepared for:
City of Ocala
110 S.E. Watula Ave.
Ocala, FL 34471
ph (352) 629-8297

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CITY OF OCALA
FIRE ASSESSMENT STUDY

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I. Introduction

The City of Ocala implemented a fire assessment program in early 2021, which was further refined in late 2021 to incorporate additional residential and non-residential land use categories. The study was updated in 2022. To reflect the most recent budget, incident data, and property unit data, the City retained Benesch in association with Susan Schoettle-Gumm, PLLC to prepare a fire assessment update study. A fire assessment is an annual charge applied to each property in the City that typically is collected through the property owners' tax bill under Florida's Uniform Assessment Collection Act. This document provides an explanation of the methodology used to calculate the fire assessment rates and the findings of the fire assessment study.

Fire Departments' primary function/goal is to respond to fire and medical incidents within a criticial time frame to save lives and structures. Availability of this service on a 24-hour basis for seven (7) days a week along with the appropriate use of these resources is critical for the entire community during incidents by saving lives and protecting property, and through reductions in insurance premiums and increased property values.

Fire rescue services in Ocala are provided by the City of Ocala Fire Rescue Department. This study includes the Fire Department's budget associated with providing fire rescue and medical service with the exception of advanced life support (ALS) services. As discussed further in the Legal Requirements section of this report, fire assessments may not include costs related to non-traditional fire department services such as ALS. The portion of the Fire Rescue Department's budget associated with ALS services is excluded from the calculation of the Fire Assessment rates developed in this report.

Consistent with the current adopted methodology, this study uses a methodology that combines benefits received from the availability of the Fire Department with use of its resources, including equipment and personnel, for non-ALS incidents to determine the relative special benefit received by and allocate costs to each assessable property.

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II. Service Delivery, Methodology and Legal Requirements

The City of Ocala Fire Rescue Department (OFR) provides fire rescue services throughout the city from seven fire stations, including:

- Fire Station No. 1 – 505 NW MLK Jr. Avenue;
- Fire Station No. 2 – 2701 SE 36th Avenue;
- Fire Station No. 3 – 320 NE 8th Avenue;
- Fire Station No. 4 – 3300 SW 20th Street;
- Fire Station No. 5 – 2340 NE 25th Avenue;
- Fire Station No. 6 – 5220 SW 50th Court; and
- Fire Station No. 7 – 885 SE 31st Street.

As mentioned previously, the study methodology has two components:

- Benefit received from the availability of the Fire Department on a 24-hour, 7 days a week basis, and
- Benefit received from the actual response to events.

Benefit from the Availability of the Fire Department

The availability of the Fire Department's services benefits properties in terms of insurance premium reductions as well as an increase in property values even if services of the Fire Department are never directly utilized by an individual property.

Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with

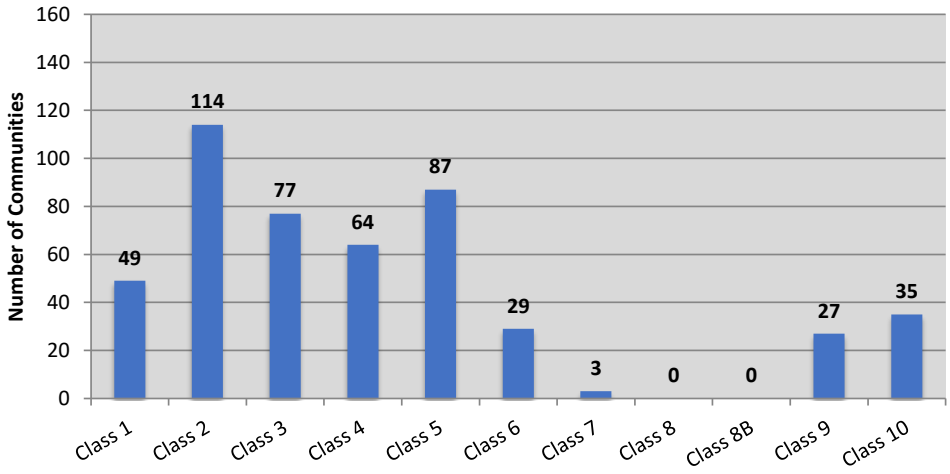
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an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within that community, thus providing a financial incentive for communities that choose to improve their fire protection services. This reduction in insurance premiums for structures and property is a special benefit to property supporting the fire assessments presented in this study.

Studies conducted on the impact of ISO ratings on insurance premiums documented that an improvement from Class 10 to Class 7 reduced insurance premiums 30 percent to 40 percent for residential properties. An improvement from Class 10 to Class 6 or better resulted in insurance premium reductions of 15 percent to 20 percent for office buildings.

The current ISO rating in Ocala is Class 2/2X. Class 1 and 2 ratings are achieved by approximately 35 percent of the communities in Florida. **Figure 1** presents the distribution of ISO Ratings for Florida communities.

Figure 1
Distribution of ISO Ratings for Florida Communities



Source: Insurance Services Office; Public Protection Classification

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Benefit from the Active Use of The Fire Department's Services

Approximately 76 percent of the incidents responded by OFR are medical in nature and 24 percent are fire related. As mentioned previously, this study examines the use of total available resources in responding to these incidents to allocate a portion of the costs to assessed properties. The Department has the capabilities to respond to fire incidents at any of the buildings in the city regardless of size.

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose special assessments for fire rescue services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). The authority of local governments to adopt and impose special assessments for fire rescue services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). This case upheld the City of Cape Coral's fire assessment program that recognized insurance savings, reduction in financial liability, and enhanced property values were among the special benefits to property received from the Fire Department's services. This case also approved the availability-based benefit approach that is being incorporated into this study.

Under Florida case law, the services or improvements funded by the assessment must have a logical relationship with and provide "special benefit" to property, and the assessment methodology must apportion the costs in a fair and reasonable manner. A local government's legislative determination of special benefit and fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. Sarasota County v. Sarasota Church of Christ, Inc., 667 So.2d 180, 183 (Fla. 1995) (citing City of Boca Raton v. State, 595 So.2d 25, 30 (Fla. 1992). In City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), the Florida Supreme Court reaffirmed that traditional fire protection services such as fire suppression, fire prevention, fire/building inspections and first response medical services (BLS) provide special benefit to property but held that advance life support (ALS) and medical transport do not have a logical relationship to property. The City of North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services. The use of historical demand for fire protection services, by reviewing calls for service, was upheld as a reasonable

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and fair basis for apportioning fire protection costs to assessed properties in the City of North Lauderdale case. In Desiderio Corporation, et al. v City of Boynton Beach, et al., 39 So.3d 487 (Fla. 4th DCA 2010), a method of allocating budget costs between fire rescue costs and ALS costs was approved as a fair and reasonable way to identify and remove ALS costs from the calculation of a fire rescue assessment.

The fire assessment methodology contained in this report is consistent with Florida case law and uses a combination of availability-based and resource utilization-based approaches. The calculations exclude the portion of OFR's fire budget and incidents associated with non-traditional emergency medical services, such as ALS, through a budget analysis, and allocates costs to assessed properties based on historical calls for service to quantify relative demand for and benefit from fire services by different land uses and properties.

Special Benefit and Fair Allocation Analysis

Fire services, facilities and programs provided by the City provide special benefit to assessed properties and have a logical relationship to the use, value, and enjoyment of such improved property. There are availability, or standing watch, benefits that come from the 24-hour, 7 days a week availability of fire service and first responder services as well as the more direct benefits from the responses to incidents by the Fire Department. Benefits include protecting the value and integrity of improvements and structures, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of professional and comprehensive fire services within the city, and containing fire incidents with the potential to spread and endanger other property.

As detailed later in this report, the Fire Rescue Department budget has been analyzed by cost categories to exclude costs related to providing ALS and to include in the assessable costs only costs reasonably related to the provision of traditional fire services, including for example, fire suppression, fire prevention, fire/building inspections and first response medical services (BLS). The assessable costs were then allocated to land uses based on a combination of availability of the service and historical usage of fire services by the land use types. The analysis includes multi-year records of calls for service and the total department resources used in responding to the incidents to obtain a larger sample size and more stable resource distribution.

The costs allocated to the Residential Land Use, which includes single family, multi-family, and mobile home categories, are distributed on a per dwelling unit basis for several square footage tiers for development in the city. The number and size of dwelling units on an assessed property

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is obtained from the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The fire assessment for any residential parcel is determined by the number of dwelling units multiplied by the applicable residential dwelling unit rate for each residential category as determined based on the type of residential development and the size of the dwelling unit(s).

The costs allocated to the Non-Residential Land Uses are distributed based on square footage tiers for four different categories (commercial, industrial, institutional and government). Square footage data for non-residential structures on assessed property is obtained primarily from the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities with some additional data provided by the City from on-site inspections of structures. The use of square footage tiers for Non-Residential property is fair and reasonable because the demand for fire services is not precisely determined by the actual square footage of a structure and the application of square footage tiers to Non-Residential structures is a fair and reasonable method to apportion costs among benefitted buildings that create similar demand for fire services.

Finally, a separate rate is calculated for vacant developable property based on resource utilization, adjusted to reflect lesser benefit received by vacant properties compared to the property with structures and people. The resulting share of the budget is divided by the number of vacant parcels to calculate the assessment rate.

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III. Calculation of Fire Assessment Rates

There are several components in determining the fire assessment rate schedule:

- Assessment factor
- Fire assessment funding requirement
- Incident data distribution by land use
- Fire assessment cost allocation
- Land use data
- Calculated assessment schedule

These components are discussed in further detail below, resulting in the calculated fire assessment rate schedule for the City of Ocala.

Assessment Factor

≈81% of the Fire Department's resources are used for non-ALS incidents.

The first component in calculating the City's fire assessment rates is to determine the assessment factor, which includes analysis of total department resources used in responding to incidents as well as the number of incidents. This assessment factor is used to identify assessable costs in the Fire Department budget by excluding costs related to ALS when a cost category represents a mix of assessable and non-assessable costs. The distribution of incidents was analyzed in terms of advanced life support (ALS) versus fire and basic life support (BLS). This analysis includes incident data from March 2016 through December 2022, for a total of almost seven years of incident data. **Table 1** provides a summary of the seven-year average that incorporates the recent incident activity. Throughout this study, a seven-year average is used to minimize temporary fluctuations in any individual year. The portion of non-ALS incidents, measured through the allocation of total resources to these incidents, is approximately 81 percent and is used as part of the budget allocation process.

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Table 1

Distribution of Incidents

Year	Frequency[1]		Staff Time[2]		Vehicle Time[3]		Total Resources[4]	
	ALS	Non-ALS	ALS	Non-ALS	ALS	Non-ALS	ALS	Non-ALS
2016	10.3%	89.7%	10.7%	89.3%	10.2%	89.8%	**10.5%**	**89.5%**
2017	12.3%	87.7%	13.2%	86.8%	12.6%	87.4%	**13.0%**	**87.0%**
2018	11.6%	88.4%	15.6%	84.4%	15.3%	84.7%	**15.5%**	**84.5%**
2019	17.4%	82.6%	21.2%	78.8%	20.6%	79.4%	**21.0%**	**79.0%**
2020	22.1%	77.9%	27.8%	72.2%	28.5%	71.5%	**28.0%**	**72.0%**
2021	21.2%	78.8%	24.2%	75.8%	25.3%	74.7%	**24.5%**	**75.5%**
2022	14.7%	85.3%	19.9%	80.1%	20.2%	79.8%	**20.0%**	**80.0%**
2016-22	15.6%	84.4%	19.2%	80.8%	19.2%	80.8%	**19.2%**	**80.8%**

1) Source: Appendix A, Table A-1
2) Source: Appendix A, Table A-2
3) Source: Appendix A, Table A-3
4) Source: Appendix A, Table A-4

Fire Assessment Funding Requirement

Table 2 provides a detailed breakdown of the FY 2023 assessable budget for the City of Ocala Fire Department. If a given expenditure is associated with non-ALS services, the entire amount is included in the assessable budget. When an expenditure is determined to be related to both ALS and non-ALS services, 81 percent of the amount is included in the assessable budget. All ALS-only expenditures are excluded. In addition, all dedicated revenues are subtracted in a similar manner. Finally, miscellaneous expenditures related to the assessment program are added to determine the full assessable fire budget.

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Table 2

Ocala Fire Rescue Maximum Assessable Budget (FY 2023)

Description	FY 2023 Fire Budget		
	Total Budget	Adjustment Factor	Fire Assessment Budget
Expenditures [1]			
Personnel:			
- ALS and Non-ALS	$18,282,799	80.8%	$14,772,502
Operating:			
- Non-ALS	$288,140	100.0%	$288,140
- ALS and Non-ALS	$3,316,248	80.8%	$2,679,528
Capital Outlay:			
- ALS and Non-ALS	$260,167	80.8%	$210,215
Subtotal - Expenditures	***$22,147,354***	-	***$17,950,385***
Less: Revenues [1]			
Fire False Alarm Fees	$14,000	100.0%	$14,000
Fire Plan Review	$175,000	100.0%	$175,000
State Shared Revenue-Firefighter Suppression Comps	$30,000	100.0%	$30,000
Marion County Automatic Aid Reimbursement	$252,700	80.8%	$204,182
Fire Pension Reimbursement	$14,364	80.8%	$11,606
Subtotal - Revenues	***$486,064***	-	***$434,788***
Total Net Expenditures [2]	***$21,661,290***	-	***$17,515,597***
Miscellaneous Assessment Expenditures			
Statutory Discount[3]			$437,890
Total Fire Assessment Funding Requirement			***$437,890***
Total Assessable Budget[4]			**$17,953,487**
Total Assessable Budget (FY 2022)			**$16,486,107**
Total Funding Requirement_Addendum (FY 2022 Adopted)[5]			**$9,765,000**

1) Source: City of Ocala. Detailed expenditure data is provided in Appendix B, Table B-1
2) Total expenditures less total revenue
3) Statutory discount can reflect up to 5% reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection. Used a 2.5% reimbursement of the total net expenditures based on the City's historical average property tax revenue loss due to early payment discounts over the last three years.
4) Sum of net expenditures (Item 2) and total miscellaneous assessment expenditures
5) Reduced FY 2022 budget figure that is the basis for the current adopted fire assessment rates

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Incident Data Distribution by Land Use

The third component in calculating the fire assessment rates is the demand for fire rescue services by land use, which will be used for the "resource-based" benefit component. The approach used in this report is a widely used and accepted method of identifying the historical relative benefit from and demand for fire services by various land uses. This benefit allocation is used to fairly and reasonably distribute the fire rescue assessed costs to land uses.

To determine the historical demand for fire rescue services by each type of land use, a review was completed to quantify the number of incidents and resources related to each incident by land use. As discussed previously, this approach provides an understanding of the utilization of fire rescue services by each land use. To complete this analysis, based on available data, incidents for the past seven years (2016 through 2022) were obtained from the OFR and analyzed. OFR also identified incidents that had an ALS component. These ALS incidents, as well as others that cannot be attached to a land use (such as traffic accidents or other outside incidents), were excluded from the analysis.

Distributing the cost based solely on the number of incidents does not reflect the full level of resources used by each land use. Therefore, the total resources were reviewed, which take into consideration incident duration, number of vehicles and staff used in addition to the frequency. As shown in **Table 3**, residential incidents account for most of the fire rescue resources in the City of Ocala, with the commercial land use also accounting for a large portion of resources.

Table 3

Distribution of Total Resources by Land Use

Land Use	Resource Distribution 2016-2021	Resource Distribution 2016-2022	% Change
Single Family/Mobile Home/Duplex	37.3%	**36.7%**	-1.6%
Multi-Family	13.5%	**13.6%**	0.7%
Commercial	38.1%	**38.5%**	1.0%
Industrial/Warehouse	3.4%	**3.5%**	2.9%
Institutional	3.1%	**3.0%**	-3.2%
Government	2.0%	**2.0%**	0.0%
Vacant	2.4%	**2.6%**	8.3%
Agricultural	0.2%	**0.1%**	-50.0%
Total	**100.0%**	**100.0%**	-

Source: Appendix A, Table A-8

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Although approximately 2.6 percent of the resources are used by vacant properties, because vacant properties do not have buildings and people present, the benefit received by these properties is more limited compared to improved properties. The suppression of fire on vacant property benefits vacant property, but also benefits the adjacent improved properties and their occupants by the containment of the spread of fire. Therefore, it is reasonable to allocate half of the vacant land resource utilization to vacant land in the assessment calculations. The rest of the resource utilization is redistributed among other land uses, as shown in **Table 4**.

Table 4
Distribution of Total Resources
by Land Use with Vacant Land Adjustment

Land Use	Resource Distribution 2016-2021	Resource Distribution 2016-2022	% Change
Single Family/Mobile Home/Duplex	37.80%	**37.19%**	-1.6%
Multi-Family	13.70%	**13.78%**	0.6%
Commercial	38.60%	**39.01%**	1.1%
Industrial/Warehouse	3.40%	**3.55%**	4.4%
Institutional	3.10%	**3.04%**	-1.9%
Government	2.00%	**2.03%**	1.5%
Vacant	1.20%	**1.30%**	8.3%
Agricultural	0.20%	**0.10%**	-50.0%
Total	**100.0%**	**100.0%**	-

Source: Table 3, vacant land use is reduced by 50%, which is distributed among other land uses

Fire Assessment Cost Allocation

The fourth component in determining the City's fire assessment rates is the allocation of the assessed costs to land use categories, based on the total fire assessment funding requirement and distribution of total resources. **Table 5** presents the fire assessed cost allocation by land use/rate category. As shown, single family and commercial land uses account for approximately 76 percent of the budget.

Per State legislation, agricultural land uses are exempt from fire rescue assessments. Florida Statutes Section 170.01 (4) provides that, with limited exceptions, a City may not levy a special assessment for fire protection services on lands classified as agricultural lands under Florida Statutes Section 193.461 unless those lands contain a qualified building. Therefore, the portion of the budget associated with agricultural fire rescue incidents cannot be recovered through the City's fire rescue assessment and will be excluded in the remainder of this report. Similarly, the

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City does not assess government properties and will need to supplement the revenue loss through the General Fund.

Table 6
Fire Protection Cost Allocation

Land Use	FY 2023 Portion of Total Resources[1]	Share of FY 2023 Maximum Assessable Budget[2]
Funding Requirement	-	**$17,953,487**
Single Family/Mobile Home/Duplex	37.19%	$6,676,902
Multi-Family	13.78%	$2,473,991
Commercial	39.01%	$7,003,655
Industrial/Warehouse	3.55%	$637,349
Institutional	3.04%	$545,786
Government	2.03%	$364,456
Vacant	1.30%	$233,395
Agricultural	0.10%	$17,953
Total	**100.0%**	**$17,953,487**

1) Source: Table 5; total resource distribution from 2016 to 2022
2) Reduced assessment funding requirement from Table 2 multiplied by portion of the resources (Item 1)

Property Units

The fifth component in determining the fire assessment rates to allocate the assessed costs to property units (e.g., dwelling units or square footage on parcels) within each land use. This was accomplished by developing an assessment roll database utilizing the most recent data from the Marion County Property Appraiser. The database includes both properties that are tax exempt (i.e., governmental uses) and non-tax exempt, and all units were used in the assessment calculations.

For residential land uses, the total number of dwelling units within the city was determined. In addition, the square footage of each unit was also noted. In the case of apartments, because the square footage of individual units in an apartment building was not available in the Property Appraiser database, an average unit size was calculated based on total square footage and total number of units. For the non-residential (i.e., commercial, industrial/warehouse, and institutional structures) land uses, the total living floor square footage was distributed into square footage tiers.

Table 6 presents a summary of the total property units calculated for each land use category.

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Table 6

Property Units in the City of Ocala

Property Rate Category	Unit	Total Number of Units
Residential		
Single Family/Mobile Home/Duplex	dwelling unit	18,274
Multi-Family	dwelling unit	11,245
Residential	dwelling unit	**29,519**
Non-Residential		
Commercial	square footage	18,955,466
Industrial/Warehouse	square footage	21,850,514
Institutional	square footage	4,934,866
Government	square footage	6,155,759
Non-Residential	square footage	**51,896,605**
Vacant Land		
Vacant	parcel	**4,191**

Source: Marion County Property Appraiser

Calculated Fire Assessment Rate Schedule

Residential and Non-Residential Land Uses

As discussed previously, this study uses a methodology that combines benefit to the property from the availability of the Fire Department as well as that received from active use of its resources. More specifically, the following steps are completed in the calculation of assessment levels:

- Seventy percent of the budget allocated to residential land uses is distributed among all dwelling units equally. Similarly, 70 percent of the non-residential budget is distributed equally among the total non-residential square footage. This distribution accounts for the benefit received by each property from the availability of the Fire Department's services.
- The remaining 30 percent is distributed to each land use based on use of resources.

The use of 30 percent for resource allocation and 70 percent for availability is due to the industry standards[1] that indicate that a station that is active more than 30 percent of the time tends to experience inefficiencies in terms of addressing concurrent incidents, personnel fatigue, lack of training, among other issues.

[1] Center for Public Safety Excellence and Commission on Fire Accreditation International, *CFAI Standards of Cover, 5th Edition*

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Tables 7 and 8 provide these calculations for residential land use categories. As presented in **Table 7**, the portion of the budget allocated to residential land use categories is $9.2 million. Seventy percent of this budget is allocated among all dwelling units in the city (29,519) equally, resulting in the availability portion of the assessment rate ($217 per home).

The remaining 30 percent of the budget is distributed between the two residential categories based on their use of resources. Single family/mobile home/duplex units utilize approximately 73 percent of the residential resources while multi-family homes (apartments and condos) use the remaining 27 percent. Distribution of resource-based budget portion in this manner results in a resource-utilization rate of $110 per dwelling unit for single family residential land use and $66 per dwelling unit for multi-family residential land use.

Sum of these two components result in an overall non-tiered base assessment rate of approximately $327 per dwelling unit for single family/mobile home/duplex residential land use and approximately $283 per dwelling unit for multi-family residential land use.

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Table 7

Calculated Base Residential Fire Assessment Rates

Property Rate Category	Budget Allocation[1]	Distribution of Residential Budget[2]	Total Number of Units[3]	Fire Assessment Base Rate per Unit[4]
Single Family/Mobile Home/Duplex	$6,676,902	73.0%		
Multi-Family	$2,473,991	27.0%		
Total	**$9,150,893**	**100.0%**		
Availability Portion				
70% of Total Budget[5]	**$6,405,625**	-	**29,519**	**$217.00**
Resources Portion				
30% of Total Budget[6]	**$2,745,268**	-	**29,519**	$93.00
Single Family/Mobile Home/Duplex[7]	$2,004,046	73.0%	18,274	**$109.67**
Multi-Family[8]	$741,222	27.0%	11,245	**$65.92**
Total	**$2,745,268**	**100.0%**	**29,519**	-
Calculated Rate per Unit				
Single Family/Mobile Home/Duplex[9]				**$326.67**
Multi-Family[10]				**$282.92**

1) Source: Table 5
2) Budget portion of each residential category
3) Source: Table 6
4) Budget allocation divided by dwelling units
5) Total residential budget of $9.2 million multiplied by 70% to calculate availability portion
6) Total residential budget of $9.2 million multiplied by 30% to calculate resource utilization portion
7) Resource utilization portion of the budget (30%) allocated to single family/mobile home/duplex
8) Resource utilization portion of the budge (30%) allocated to multi-family (apartments and condos).
9) Sum of availability-based rate of $217 and resource-utilization based rate of $110
10) Sum of availability-based rate of $217 per unit and resource-utilization based rate of $66

Once the base fee for each residential category is calculated, a tiered schedule is provided in **Table 8**. The resource-based portion varies by size of home given that larger homes tend to be more valuable. A review of average home values by size of home in Ocala obtained from Marion County Property Appraiser database supported this relation.

This tiered approach is supported by the fact that a large portion of the benefit to the property is derived from the availability of the Fire Department in the form of reduced insurance premiums and increased property values, which in turn suggests lower savings from insurance premiums and lower property values for smaller homes. As mentioned previously, the review of the data from the Property Appraiser database suggested that smaller houses have a lower value compared to larger homes.

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The tiered rates are calculated by developing an Equivalent Residential Unit (ERU) factor for each tier based on the ratio of the average size of each tier to the average size of the entire residential category. These ERU factors are then used to distribute resource-based portion of the fee in a tiered-manner as opposed to using the group average shown in Table 8. The resulting rate is added to the availability-based portion of the rate to determine the final tiered rate for each residential category.

Table 8
Calculated Tiered Residential Assessment Rates

Square Footage Tier	Average Size (Sq Ft)[1]	Equivalent Residential Unit[2]	Resource-Based Portion[3]	Availabilty-Based Portion[4]	Fire Assessment Rate per Unit[5]	Fire Assessment Rate per Unit ADJUSTED[6]
Single Family/Mobile Home/Duplex Tiering			**$109.67**			
1 to 1,000 sf	821	0.57	$62.51	$217.00	**$279.51**	**$276.33**
1,001 to 1,600 sf	1,300	0.91	$99.80	$217.00	**$316.80**	**$313.20**
1,601 to 2,500 sf	1,981	1.38	$151.34	$217.00	**$368.34**	**$364.15**
>2,500 sf	3,166	2.20	$241.27	$217.00	**$458.27**	**$453.06**
Multi-Family Tiering			**$65.92**			
1 to 1,000 sf	778	0.54	$35.60	$217.00	**$252.60**	**$249.73**
1,001 to 1,200 sf	1,081	0.75	$49.44	$217.00	**$266.44**	**$263.41**
>1,200 sf	1,437	1.00	$65.92	$217.00	**$282.92**	**$279.70**
All Residential Units	**1,436**	-	-	-	-	-

1) Source: Marion County Property Appraiser
2) Average size of each tier is divided by the average size of the entire category
3) Resource utilization-based portion from Table 7 multiplied by ERU (Item 2)
4) Source: Table 7
5) Sum of resource-based portion (Item 3) and availability-based portion (Item 4)
6) Fire assessment rate (Item 5) adjusted down slightly to neutralize revenue generation

Table 9 provides similar calculations for non-residential land uses and calculates assessment rates on a per square foot basis. Consistent with the methodology described previously, 70 percent of the non-residential budget is allocated among all non-residential square footage equally and 30 percent of the non-residential budget is allocated based on resource utilization of each non-residential land use.

Resulting rates are then applied to the mid-point of square footage tiers to develop the tiered non-residential rate schedule on a per parcel basis. These calculations are shown in **Table 10.**

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Table 9

Calculated Base Non-Residential Fire Assessment Rates

Property Rate Category	Budget Allocation[1]	Distribution of Non-Residential Budget[2]	Total Square Footage[3]	Fire Assessment Rate per Sq Ft[4]
Commercial	$7,003,655	81.8%		
Industrial/Warehouse	$637,349	7.5%		
Institutional	$545,786	6.4%		
Government	$364,456	4.3%		
Total	**$8,551,246**	**100.0%**		
Availability Portion				
70% of Total Budget[5]	**$5,985,872**	**-**	**51,896,605**	**$0.115**
Resource Utilization Portion				
30% of Total Budget[6]	**$2,565,374**	**-**	**51,896,605**	$0.049
Commercial[7]	$2,098,476	81.8%	18,955,466	**$0.111**
Industrial/Warehouse[7]	$192,403	7.5%	21,850,514	**$0.009**
Institutional[7]	$164,184	6.4%	4,934,866	**$0.033**
Government[7]	$110,311	4.3%	6,155,759	**N/A**
Total	**$2,565,374**	**100.0%**	**51,896,605**	-
Calculated Rate per Square Foot				
Commercial[8]				**$0.226**
Industrial/Warehouse[8]				**$0.124**
Institutional[8]				**$0.148**
Government[8]				**N/A**
Calculated Rate per Square Foot: ADJUSTED				
Commercial[9]				**$0.260**
Industrial/Warehouse[9]				**$0.143**
Institutional[9]				**$0.170**
Government[9]				**N/A**

1) Source: Table 5
2) Budget portion of each non-residential category
3) Source: Table 6
4) Budget allocation divided by square footage
5) Total non-residential budget of $8.6 million multiplied by 70% to calculate availability portion
6) Total non-residential budget of $8.6 million multiplied by 30% to calculate resource utilization portion
7) Resource utilization portion of the budget (30%) allocated to each non-residential category. Government properties will not be charged an assessment; however, to ensure that other non-residential categories are not being charged for the portion of the budget associated with government properties, this portion of the budget is separated
8) Sum of availability-based rate of $0.115 per square foot and resource-utilization based rate for each land use
9) Fire assessment rate (Item 8) adjusted upwards to neutralize revenue generation

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Table 10

Calculated Tiered Non-Residential Fire Assessment Rates

Square Footage Range	Mid-Point[1]	Commercial Rate per Sq Ft[2]	Commercial Rate per Parcel[3]	Industrial/ Warehouse Rate per Sq Ft[2]	Industrial/ Warehouse Rate per Parcel[3]	Institutional Rate per Sq Ft[2]	Institutional Rate per Parcel[3]
0 - 2,000	1,000	$0.260	**$260.00**	$0.143	**$143.00**	$0.170	**$170.00**
2,001 - 3,000	2,500	$0.260	**$650.00**	$0.143	**$357.50**	$0.170	**$425.00**
3,001 - 4,000	3,500	$0.260	**$910.00**	$0.143	**$500.50**	$0.170	**$595.00**
4,001 - 5,000	4,500	$0.260	**$1,170.00**	$0.143	**$643.50**	$0.170	**$765.00**
5,001 - 6,000	5,500	$0.260	**$1,430.00**	$0.143	**$786.50**	$0.170	**$935.00**
6,001 - 7,000	6,500	$0.260	**$1,690.00**	$0.143	**$929.50**	$0.170	**$1,105.00**
7,001 - 8,000	7,500	$0.260	**$1,950.00**	$0.143	**$1,072.50**	$0.170	**$1,275.00**
8,001 - 10,000	9,000	$0.260	**$2,340.00**	$0.143	**$1,287.00**	$0.170	**$1,530.00**
10,001 - 12,000	11,000	$0.260	**$2,860.00**	$0.143	**$1,573.00**	$0.170	**$1,870.00**
12,001 - 14,000	13,000	$0.260	**$3,380.00**	$0.143	**$1,859.00**	$0.170	**$2,210.00**
14,001 - 16,000	15,000	$0.260	**$3,900.00**	$0.143	**$2,145.00**	$0.170	**$2,550.00**
16,001 - 18,000	17,000	$0.260	**$4,420.00**	$0.143	**$2,431.00**	$0.170	**$2,890.00**
18,001 - 20,000	19,000	$0.260	**$4,940.00**	$0.143	**$2,717.00**	$0.170	**$3,230.00**
20,001 - 25,000	22,500	$0.260	**$5,850.00**	$0.143	**$3,217.50**	$0.170	**$3,825.00**
25,001 - 30,000	27,500	$0.260	**$7,150.00**	$0.143	**$3,932.50**	$0.170	**$4,675.00**
30,001 - 35,000	32,500	$0.260	**$8,450.00**	$0.143	**$4,647.50**	$0.170	**$5,525.00**
35,001 - 40,000	37,500	$0.260	**$9,750.00**	$0.143	**$5,362.50**	$0.170	**$6,375.00**
40,001 - 45,000	42,500	$0.260	**$11,050.00**	$0.143	**$6,077.50**	$0.170	**$7,225.00**
45,001 - 50,000	47,500	$0.260	**$12,350.00**	$0.143	**$6,792.50**	$0.170	**$8,075.00**
50,001 - 60,000	55,000	$0.260	**$14,300.00**	$0.143	**$7,865.00**	$0.170	**$9,350.00**
60,001 - 70,000	65,000	$0.260	**$16,900.00**	$0.143	**$9,295.00**	$0.170	**$11,050.00**
70,001 - 80,000	75,000	$0.260	**$19,500.00**	$0.143	**$10,725.00**	$0.170	**$12,750.00**
80,001 - 90,000	85,000	$0.260	**$22,100.00**	$0.143	**$12,155.00**	$0.170	**$14,450.00**
90,001 - 100,000	95,000	$0.260	**$24,700.00**	$0.143	**$13,585.00**	$0.170	**$16,150.00**
100,001 - 120,000	110,000	$0.260	**$28,600.00**	$0.143	**$15,730.00**	$0.170	**$18,700.00**
120,001 - 140,000	130,000	$0.260	**$33,800.00**	$0.143	**$18,590.00**	$0.170	**$22,100.00**
140,001 - 160,000	150,000	$0.260	**$39,000.00**	$0.143	**$21,450.00**	$0.170	**$25,500.00**
160,001 - 180,000	170,000	$0.260	**$44,200.00**	$0.143	**$24,310.00**	$0.170	**$28,900.00**
180,001 - 200,000	190,000	$0.260	**$49,400.00**	$0.143	**$27,170.00**	$0.170	**$32,300.00**
200,001 - 250,000	225,000	$0.260	**$58,500.00**	$0.143	**$32,175.00**	$0.170	**$38,250.00**
250,001 - 300,000	275,000	$0.260	**$71,500.00**	$0.143	**$39,325.00**	$0.170	**$46,750.00**
300,001 or more	300,000	$0.260	**$78,000.00**	$0.143	**$42,900.00**	$0.170	**$51,000.00**

1) Mid-point of square footage ranges, capped at 300,000 sq ft
2) Source: Table 9
3) Mid-point (Item 1) multiplied by the total parcels (Item 2) for each tier

Vacant Land

As discussed previously, 50 percent of the resources allocated to vacant land is used in the assessment calculation for the vacant parcel assessment rate. This adjustment was made to recognize the fact that vacant property derives less benefit from the Fire Department's availability and services compared to developed properties with buildings and more people. As shown in **Table 11**, this adjusted budget was divided by the number of parcels to determine the assessment rate of $55.69 per parcel.

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Table 11

Calculated Vacant Parcel Assessment Rate

Property Rate Category	Budget Allocation[1]	Total Number of Parcels[2]	Budget per Parcel[3]
Vacant Land	$233,395	4,191	**$55.69**

1) Source: Table 5
2) Source: Table 6
3) Budget allocation (Item 1) divided by number of parcels (Item 2)

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Appendix A
Ocala Fire Rescue Incident Data

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Appendix A

This appendix documents the incident data analysis conducted as part of the technical study. Incidents over the past seven years were analyzed to estimate demand from each land use for fire rescue services. **Tables A-1 through A-8** present this analysis.

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Table A-1

OFR Distribution of Incidents by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Fire:	**3,586**	20.8%	**4,891**	22.4%	**3,985**	24.6%	**3,083**	19.7%	**3,047**	18.6%	**4,107**	20.9%	**8,492**	34.7%	23.7%
Medical:	**13,711**	-	**16,943**	-	**12,227**	-	**12,586**	-	**13,321**	-	**15,561**	-	**15,958**	-	-
-ALS	1,787	10.3%	2,690	12.3%	1,884	11.6%	2,731	17.4%	3,610	22.1%	4,172	21.2%	3,590	14.7%	15.6%
-Non-ALS	11,924	68.9%	14,253	65.3%	10,343	63.8%	9,855	62.9%	9,711	59.3%	11,389	57.9%	12,368	50.6%	60.7%
Total:	**17,297**	**100.0%**	**21,834**	**100.0%**	**16,212**	**100.0%**	**15,669**	**100.0%**	**16,368**	**100.0%**	**19,668**	**100.0%**	**24,450**	**100.0%**	-
ALS:	1,787	10.3%	2,690	12.3%	1,884	11.6%	2,731	17.4%	3,610	22.1%	4,172	21.2%	3,590	14.7%	**15.6%**
Non-ALS:	15,510	89.7%	19,144	87.7%	14,328	88.4%	12,938	82.6%	12,758	77.9%	15,496	78.8%	20,860	85.3%	**84.4%**

Source: Ocala Fire Rescue

Table A-2

OFR Distribution of Staff Time by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Fire:	**5,352**	29.0%	**6,969**	30.1%	**6,260**	34.8%	**6,318**	32.2%	**5,592**	26.5%	**7,104**	29.8%	**9,233**	35.8%	31.2%
Medical:	**13,096**	-	**16,210**	-	**11,741**	-	**13,319**	-	**15,472**	-	**16,679**	-	**16,574**	-	-
-ALS	1,966	10.7%	3,050	13.2%	2,808	15.6%	4,171	21.2%	5,848	27.8%	5,747	24.2%	5,146	19.9%	19.2%
-Non-ALS	11,130	60.3%	13,160	56.8%	8,933	49.6%	9,148	46.6%	9,624	45.7%	10,932	46.0%	11,428	44.3%	49.6%
Total	**18,448**	**100.0%**	**23,179**	**100.1%**	**18,001**	**100.0%**	**19,637**	**100.0%**	**21,064**	**100.0%**	**23,783**	**100.0%**	**25,807**	**100.0%**	-
ALS:	1,966	10.7%	3,050	13.2%	2,808	15.6%	4,171	21.2%	5,848	27.8%	5,747	24.2%	5,146	19.9%	**19.2%**
Non-ALS:	16,482	89.3%	20,129	86.8%	15,193	84.4%	15,466	78.8%	15,216	72.2%	18,036	75.8%	20,661	80.1%	**80.8%**

Source: Ocala Fire Rescue

Note: Staff time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of personnel on scene

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Table A-3

OFR Distribution of Vehicle Time by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Fire:	**2,433**	30.0%	**3,103**	30.5%	**2,868**	35.7%	**2,859**	33.7%	**2,531**	27.4%	**3,183**	30.5%	**4,178**	36.9%	32.2%
Medical:	**5,673**	-	**7,070**	-	**5,155**	-	**5,620**	-	**6,697**	-	**7,267**	-	**7,126**	-	-
-ALS	826	10.2%	1,283	12.6%	1,231	15.3%	1,746	20.6%	2,632	28.5%	2,643	25.3%	2,278	20.2%	19.2%
-Non-ALS	4,847	59.8%	5,787	56.9%	3,924	48.9%	3,874	45.7%	4,065	44.1%	4,624	44.2%	4,848	42.9%	48.6%
Total	**8,106**	**100.0%**	**10,173**	**100.0%**	**8,023**	**99.9%**	**8,479**	**100.0%**	**9,228**	**100.0%**	**10,450**	**100.0%**	**11,304**	**100.0%**	-
ALS:	826	10.2%	1,283	12.6%	1,231	15.3%	1,746	20.6%	2,632	28.5%	2,643	25.3%	2,278	20.2%	**19.2%**
Non-ALS:	7,280	89.8%	8,890	87.4%	6,792	84.7%	6,733	79.4%	6,596	71.5%	7,807	74.7%	9,026	79.8%	**80.8%**

Source: Ocala Fire Rescue

Note: Vehicle time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of units on scene

Table A-4

OFR Distribution of Total Resources by Type of Service

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Fire:	**7,785**	29.3%	**10,072**	30.2%	**9,128**	35.1%	**9,177**	32.7%	**8,123**	26.8%	**10,287**	30.1%	**13,411**	36.1%	31.5%
Medical:	**18,769**	-	**23,280**	-	**16,896**	-	**18,939**	-	**22,169**	-	**23,946**	-	**23,700**	-	-
-ALS	2,792	10.5%	4,333	13.0%	4,039	15.5%	5,917	21.0%	8,480	28.0%	8,390	24.5%	7,424	20.0%	19.2%
-Non-ALS	15,977	60.2%	18,947	56.8%	12,857	49.4%	13,022	46.3%	13,689	45.2%	15,556	45.4%	16,276	43.9%	49.3%
Total	**26,554**	**100.0%**	**33,352**	**100.0%**	**26,024**	**100.0%**	**28,116**	**100.0%**	**30,292**	**100.0%**	**34,233**	**100.0%**	**37,111**	**100.0%**	-
ALS:	2,792	10.5%	4,333	13.0%	4,039	15.5%	5,917	21.0%	8,480	28.0%	8,390	24.5%	7,424	20.0%	**19.2%**
Non-ALS:	23,762	89.5%	29,019	87.0%	21,985	84.5%	22,199	79.0%	21,812	72.0%	25,843	75.5%	29,687	80.0%	**80.8%**

Source: Ocala Fire Rescue

Note: Total resources are calculated as the sum of total staff time and total vehicle time

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Table A-5

OFR Distribution of Incidents by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Single Family	4,012	37.6%	4,923	36.6%	4,601	44.8%	4,236	43.1%	4,016	41.7%	4,271	36.8%	4,808	36.6%	39.2%
Multi-Family	1,212	11.4%	1,564	11.6%	1,462	14.2%	1,456	14.8%	1,394	14.5%	1,860	16.0%	1,747	13.3%	13.6%
Commercial	4,718	44.3%	6,108	45.4%	3,425	33.4%	3,267	33.3%	3,505	36.4%	4,576	39.3%	5,533	42.1%	39.6%
Industrial/Warehouse	98	0.9%	118	0.9%	128	1.2%	144	1.5%	122	1.3%	177	1.5%	198	1.5%	1.3%
Institutional	198	1.9%	280	2.1%	254	2.5%	255	2.6%	142	1.5%	191	1.6%	250	1.9%	2.0%
Government	180	1.7%	246	1.8%	246	2.4%	263	2.7%	232	2.4%	273	2.3%	276	2.1%	2.2%
Vacant	232	2.2%	215	1.6%	150	1.5%	191	1.9%	207	2.1%	267	2.3%	314	2.4%	2.0%
Agricultural	2	0.0%	6	0.0%	3	0.0%	7	0.1%	10	0.1%	18	0.2%	14	0.1%	0.1%
Total	**10,652**	**100.0%**	**13,460**	**100.0%**	**10,269**	**100.0%**	**9,819**	**100.0%**	**9,628**	**100.0%**	**11,633**	**100.0%**	**13,140**	**100.0%**	

Source: Ocala Fire Rescue

Table A-6

OFR Distribution of Staff Time by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Single Family	4,142	36.1%	5,128	36.2%	4,650	41.1%	4,373	38.9%	4,420	39.1%	4,433	34.3%	4,948	33.9%	37.0%
Multi-Family	1,345	11.7%	1,707	12.0%	1,531	13.5%	1,503	13.4%	1,656	14.6%	2,070	16.0%	2,046	14.0%	13.6%
Commercial	4,798	41.8%	5,864	41.4%	3,774	33.3%	3,960	35.2%	4,101	36.3%	5,056	39.1%	5,905	40.5%	38.4%
Industrial/Warehouse	389	3.4%	375	2.6%	403	3.6%	401	3.6%	330	2.9%	494	3.8%	599	4.1%	3.4%
Institutional	350	3.1%	491	3.5%	452	4.0%	381	3.4%	287	2.5%	275	2.1%	351	2.4%	3.0%
Government	197	1.7%	292	2.1%	217	1.9%	271	2.4%	234	2.1%	223	1.7%	251	1.7%	1.9%
Vacant	250	2.2%	318	2.2%	284	2.5%	341	3.0%	268	2.4%	328	2.5%	476	3.3%	2.6%
Agricultural	4	0.0%	4	0.0%	15	0.1%	16	0.1%	13	0.1%	62	0.5%	11	0.1%	0.1%
Total	**11,475**	**100.0%**	**14,179**	**100.0%**	**11,326**	**100.0%**	**11,246**	**100.0%**	**11,309**	**100.0%**	**12,941**	**100.0%**	**14,587**	**100.0%**	

Source: Ocala Fire Rescue

Note: Staff time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of personnel on scene

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Table A-7

OFR Distribution of Vehicle Time by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Single Family	1,841	35.9%	2,259	36.0%	2,082	40.7%	1,891	38.3%	1,905	38.8%	1,884	33.6%	2,236	34.4%	36.6%
Multi-Family	586	11.4%	747	11.9%	697	13.6%	654	13.2%	718	14.6%	888	15.9%	894	13.7%	13.5%
Commercial	2,166	42.2%	2,620	41.6%	1,718	33.5%	1,753	35.5%	1,777	36.1%	2,203	39.4%	2,615	40.1%	38.5%
Industrial/Warehouse	182	3.5%	173	2.7%	189	3.7%	188	3.8%	157	3.2%	233	4.2%	287	4.4%	3.7%
Institutional	158	3.1%	222	3.5%	211	4.1%	175	3.5%	135	2.7%	125	2.2%	159	2.4%	3.1%
Government	89	1.7%	134	2.1%	102	2.0%	127	2.6%	110	2.2%	99	1.8%	114	1.7%	2.0%
Vacant	113	2.2%	136	2.2%	119	2.3%	148	3.0%	112	2.3%	135	2.4%	207	3.2%	2.5%
Agricultural	2	0.0%	2	0.0%	7	0.1%	7	0.1%	5	0.1%	26	0.5%	5	0.1%	0.1%
Total	**5,137**	**100.0%**	**6,293**	**100.0%**	**5,125**	**100.0%**	**4,943**	**100.0%**	**4,919**	**100.0%**	**5,593**	**100.0%**	**6,517**	**100.0%**	

Source: Ocala Fire Rescue

Note: Vehicle time is measured by multiplying the number of incidents by average response time (from alarm to clear) with the average number of units on scene

Table A-8

OFR Distribution of Total Resources by Land Use (Non-ALS ONLY)

Incident Type	2016 (March+)		2017		2018		2019		2020		2021		2022		Average % Distribution (2016-2022)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Single Family	5,983	36.1%	7,387	36.1%	6,732	41.0%	6,264	38.8%	6,325	39.1%	6,317	34.0%	7,184	38.8%	**36.7%**
Multi-Family	1,931	11.6%	2,454	12.0%	2,228	13.6%	2,157	13.3%	2,374	14.6%	2,958	16.0%	2,940	15.9%	**13.6%**
Commercial	6,964	41.9%	8,484	41.4%	5,492	33.4%	5,713	35.3%	5,878	36.2%	7,259	39.2%	8,520	46.0%	**38.5%**
Industrial/Warehouse	571	3.4%	548	2.7%	592	3.6%	589	3.6%	487	3.0%	727	3.9%	886	4.8%	**3.5%**
Institutional	508	3.1%	713	3.5%	663	4.0%	556	3.4%	422	2.6%	400	2.2%	510	2.8%	**3.0%**
Government	286	1.7%	426	2.1%	319	1.9%	398	2.5%	344	2.1%	322	1.7%	365	2.0%	**2.0%**
Vacant	363	2.2%	454	2.2%	403	2.4%	489	3.0%	380	2.3%	463	2.5%	683	3.7%	**2.6%**
Agricultural	6	0.0%	6	0.0%	22	0.1%	23	0.1%	18	0.1%	88	0.5%	16	0.1%	**0.1%**
Total	**16,612**	**100.0%**	**20,472**	**100.0%**	**16,451**	**100.0%**	**16,189**	**100.0%**	**16,228**	**100.0%**	**18,534**	**100.0%**	**21,104**	**114.1%**	

Source: Ocala Fire Rescue

Note: Total resources are calculated as the sum of total staff time and total vehicle time

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Appendix B
Ocala Fire Rescue
FY 2023
Budget Summary Detail

Docusign Envelope ID: E74B1A19-2485-8A52-83C2-B1513BE244DF

Table B-1

Ocala Fire Rescue FY 2023 Budget Expenditures

Account	Description	Category	Revised Budget	ALS/Non-ALS
001-019-019-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$457,326	Both
001-019-019-522-52-15050	Special Pay - Executive Life	Personnel	$234	Both
001-019-019-522-52-15090	Special Pay - Fire Allowance	Personnel	$7,620	Both
001-019-019-522-52-15091	Special Pay - Fire Stipend	Personnel	$1,000	Both
001-019-019-522-52-21010	Fica Taxes	Personnel	$35,005	Both
001-019-019-522-52-22012	Retirement - Gen Emp - Dc	Personnel	$22,986	Both
001-019-019-522-52-22039	Retirement - Ff Contract Emp	Personnel	$27,627	Both
001-019-019-522-52-23010	Life & Health Insurance	Personnel	$68,892	Both
001-019-019-522-52-24010	Workers' Compensation	Personnel	$6,750	Both
001-019-019-522-52-31010	Professional Services - Other	Operating	$143,590	Non-ALS
001-019-019-522-52-31099	Information Technology Alloca	Operating	$29,542	Both
001-019-019-522-52-34010	Other Services	Operating	$159,610	Both
001-019-019-522-52-41010	Communication Serv - Outside	Operating	$32,000	Both
001-019-019-522-52-41099	Ocala Fiber Network Allocatio	Operating	$145,166	Both
001-019-019-522-52-41199	800 Mhz Allocation	Operating	$114,165	Both
001-019-019-522-52-42010	Freight & Postage Services	Operating	$5,000	Both
001-019-019-522-52-43010	Utility Services	Operating	$200,608	Both
001-019-019-522-52-45099	Insurance Services Allocation	Operating	$500,337	Both
001-019-019-522-52-46010	Repair & Maintenance	Operating	$31,000	Both
001-019-019-522-52-46011	Fleet Maintenance	Operating	$425,000	Both
001-019-019-522-52-47000	Printing & Binding	Operating	$3,300	Both
001-019-019-522-52-47099	Copy Contract Allocation	Operating	$4,550	Both
001-019-019-522-52-48010	Promotional Activities	Operating	$19,650	Non-ALS
001-019-019-522-52-51010	Office Supplies	Operating	$6,500	Non-ALS
001-019-019-522-52-52010	Operating Supplies - Other	Operating	$156,987	Both
001-019-019-522-52-52020	Operating Supplies - Fuel	Operating	$196,300	Both
001-019-019-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$112,100	Non-ALS
001-019-601-522-52-46010	Repair & Maintenance	Operating	$62,145	Both
001-019-602-522-66-64010	Machinery & Equip $5,000+	Capital	$150,167	Both
001-019-603-522-52-52010	Operating Supplies - Other	Operating	$15,720	Both
001-019-603-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$3,800	Non-ALS
001-019-910-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$8,780,801	Both
001-019-910-522-52-14010	Overtime	Personnel	$714,724	Both
001-019-910-522-52-15010	Special Pay	Personnel	$90,000	Both
001-019-910-522-52-15050	Special Pay - Executive Life	Personnel	$546	Both
001-019-910-522-52-15090	Special Pay - Fire Allowance	Personnel	$218,660	Both
001-019-910-522-52-15091	Special Pay - Fire Stipend	Personnel	$67,000	Both
001-019-910-522-52-21010	Fica Taxes	Personnel	$761,544	Both
001-019-910-522-52-22012	Retirement - Gen Emp - Dc	Personnel	$503	Both
001-019-910-522-52-22039	Retirement - Ff Contract Emp	Personnel	$3,149,467	Both
001-019-910-522-52-23010	Life & Health Insurance	Personnel	$1,534,086	Both
001-019-910-522-52-24010	Workers' Compensation	Personnel	$421,211	Both
001-019-910-522-52-31099	Information Technology Alloca	Operating	$475,956	Both
001-019-910-522-52-34010	Other Services	Operating	$110,918	Both
001-019-910-522-52-46010	Repair & Maintenance	Operating	$51,700	Both
001-019-910-522-52-48010	Promotional Activities	Operating	$1,000	Non-ALS
001-019-910-522-52-52010	Operating Supplies - Other	Operating	$243,089	Both
001-019-910-522-52-52060	Mach & Equip $1,000-$4,999	Operating	$48,031	Both
001-019-910-522-66-64010	Machinery & Equip $5,000+	Capital	$110,000	Both
001-019-911-522-52-12020	Salaries & Wages - Gen Empl	Personnel	$832,504	Both
001-019-911-522-52-14010	Overtime	Personnel	$55,620	Both
001-019-911-522-52-15010	Special Pay	Personnel	$7,300	Both
001-019-911-522-52-15050	Special Pay - Executive Life	Personnel	$78	Both
001-019-911-522-52-15090	Special Pay - Fire Allowance	Personnel	$32,678	Both
001-019-911-522-52-15091	Special Pay - Fire Stipend	Personnel	$4,000	Both
001-019-911-522-52-21010	Fica Taxes	Personnel	$71,205	Both
001-019-911-522-52-22039	Retirement - Ff Contract Emp	Personnel	$221,015	Both
001-019-911-522-52-23010	Life & Health Insurance	Personnel	$94,445	Both
001-019-911-522-52-24010	Workers' Compensation	Personnel	$25,336	Both
001-019-911-522-52-31099	Information Technology Alloca	Operating	$29,542	Both
001-019-911-522-52-34010	Other Services	Operating	$17,550	Both
001-019-911-522-52-40010	Travel Training & Per Diem	Operating	$200,130	Both
001-019-911-522-52-46010	Repair & Maintenance	Operating	$1,500	Non-ALS
001-019-911-522-52-47000	Printing & Binding	Operating	$5,100	Both
001-019-911-522-52-52010	Operating Supplies - Other	Operating	$33,997	Both
001-019-911-522-52-54010	Books, Pub, Subscript,&Me	Operating	$18,805	Both
001-099-999-522-81-22008	Retirement - Gen Emp Db-Old	Personnel	$31,347	Both
001-099-999-522-81-22039	Retirement - Ff Contract Emp	Personnel	$541,289	Both
Total			**$22,147,354**	-

Source: City of Ocala Fire Department

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Table B-2

Ocala Fire Rescue FY 2023 Budget Revenues

Account	Description	2023 Amended Revenue
001-342-000-000-02-34220	Fire False Alarm Fees	$14,000
001-342-000-000-02-34222	Fire Plan Review	$175,000
001-342-000-000-02-34290	MC AUTO AID FIRE	$252,700
001-335-000-000-05-33521	St Sh Revn-Firefghtr Sup Comps	$30,000
001-369-000-000-16-39214	Reimb From Fire Pension	$14,364
Total		**$486,064**

Source: City of Ocala Fire Department

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Appendix C
Property Code Classifications

Docusign Envelope ID: E74B1A19-2485-8A52-83C2-B1513BE244DF

Appendix C

This appendix documents land use classifications used for incidents and for residential units and non-residential square footage.

Table C-1 details the property code classifications from the National Fire Incidents Reporting System. These codes are applied to each fire rescue incident report. The "fire assessment incident category" illustrates how these codes were categorized for the land use categories used in the fire assessment update.

Table C-2 details the property class code classifications from the Marion County Property Appraiser's Office. Property class codes used by the Marion County Property Appraiser correspond to the Department of Revenue (DOR) codes. These codes are applied to each parcel in the City of Ocala. The "fire assessment land use category" illustrates how these codes were categorized for the land use categories used in the fire assessment update. Additional building detail was reviewed, including the improvement type and interior finish type; however, based on information provided by the Fire Department on the classification of incidents, the property class code was used for the fire assessment update.

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Table C-1
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
0	Other	Other	n/a
00	Other	Other	n/a
000	Other	Property Use, Other	n/a
100	Assembly	Assembly, other	Commercial
110	Assembly	Fixed use recreation places, other	Commercial
111	Assembly	Bowling alley	Commercial
112	Assembly	Billiard center, pool hall	Commercial
113	Assembly	Variable use amusement, recreation places	Commercial
114	Assembly	Ice rink: indoor, outdoor	Commercial
115	Assembly	Roller rink: indoor or outdoor	Commercial
116	Assembly	Swimming facility: indoor or outdoor	Commercial
120	Assembly	Amusement center: indoor/outdoor	Commercial
121	Assembly	Ballroom, gymnasium	Commercial
122	Assembly	Convention center, exhibition hall	Commercial
123	Assembly	Stadium, arena	Commercial
124	Assembly	Playground	Government
129	Assembly	Amusement center, indoor/outdoor	Commercial
130	Assembly	Places of worship, funeral parlors	Institutional
131	Assembly	Church, mosque, synagogue, temple, chapel	Institutional
134	Assembly	Funeral parlor	Commercial
140	Assembly	Clubs, other	Commercial
141	Assembly	Athletic/health club	Commercial
142	Assembly	Clubhouse	Commercial
143	Assembly	Yacht club	Commercial
144	Assembly	Casino, gambling clubs	Commercial
150	Assembly	Public or government, other	Government
151	Assembly	Library	Government
152	Assembly	Museum	Commercial
154	Assembly	Memorial structure, including monuments & statues	Vacant
155	Assembly	Courthouse	Government
160	Assembly	Eating, drinking places	Commercial
161	Assembly	Restaurant or cafeteria	Commercial
162	Assembly	Bar or nightclub	Commercial
170	Assembly	Passenger terminal, other	Commercial
171	Assembly	Airport passenger terminal	Commercial
173	Assembly	Bus station	Commercial
174	Assembly	Rapid transit station	Commercial
180	Assembly	Studio/theater, other	Commercial
181	Assembly	Live performance theater	Commercial
182	Assembly	Auditorium or concert hall	Commercial
183	Assembly	Movie theater	Commercial
185	Assembly	Radio TV Studio	Commercial
186	Assembly	Film/movie production studio	Commercial
200	Educational	Educational, other	Institutional
210	Educational	Schools, non-adult	Institutional
211	Educational	Preschool	Commercial
213	Educational	Elementary school, including kindergarten	Institutional
215	Educational	High school/junior high school/middle school	Institutional
240	Educational	None	n/a
241	Educational	Adult education center, college classroom	Institutional
250	Educational	Day care, other (conversion only)	Institutional
254	Educational	Day care, in commercial property	Commercial
255	Educational	Day care, in residence, licensed	Single Family
256	Educational	Day care, in residence, unlicensed	Single Family
300	Health Care, Detention & Correction	Health care, detention, & correction, other	Government
311	Health Care, Detention & Correction	24-hour care nursing homes, 4 or more persons	Commercial
321	Health Care, Detention & Correction	Mental retardation/development disability facility	Commercial
322	Health Care, Detention & Correction	Alcohol or substance abuse recovery center	Commercial
323	Health Care, Detention & Correction	Asylum, mental institution	Commercial
331	Health Care, Detention & Correction	Hospital - medical or psychiatric	Commercial
332	Health Care, Detention & Correction	Hospices	Commercial
340	Health Care, Detention & Correction	Clinics, Doctors offices, hemodialysis centers	Commercial
341	Health Care, Detention & Correction	Clinic, clinic-type infirmary	Commercial
342	Health Care, Detention & Correction	Doctor, dentist or oral surgeons office	Commercial
343	Health Care, Detention & Correction	Hemodialysis unit	Commercial
361	Health Care, Detention & Correction	Jail, prison (not juvenile)	Government
363	Health Care, Detention & Correction	Reformatory, juvenile detention center	Government
365	Health Care, Detention & Correction	Police station	Government
400	Residential	Residential, other	Single Family
419	Residential	1 or 2 family dwelling	Single Family
429	Residential	Multifamily dwellings	Multi-Family
439	Residential	Boarding/rooming house, residential hotels	Commercial
449	Residential	Hotel/motel, commercial	Commercial
459	Residential	Residential board and care	Institutional
460	Residential	Dormitory type residence, other	Multi-Family
462	Residential	Sorority house, fraternity house	Multi-Family
464	Residential	Barracks, dormitory	Multi-Family

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Table C-1 (Continued)
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
500	Mercantile, Business	Mercantile, business, other	Commercial
509	Mercantile, Business	None	Commercial
511	Mercantile, Business	Convenience store	Commercial
519	Mercantile, Business	Food and beverage sales, grocery store	Commercial
529	Mercantile, Business	Textile, wearing apparel sales	Commercial
539	Mercantile, Business	Household goods, sales, repairs	Commercial
549	Mercantile, Business	Specialty shop	Commercial
557	Mercantile, Business	Personal service, including barber & beauty shops	Commercial
559	Mercantile, Business	Recreational, hobby, home repair sales, pet store	Commercial
564	Mercantile, Business	Laundry, dry cleaning	Commercial
569	Mercantile, Business	Professional supplies, services	Commercial
571	Mercantile, Business	Service station, gas station	Commercial
579	Mercantile, Business	Motor vehicle or boat sales, services, repair	Commercial
580	Mercantile, Business	General retail, other	Commercial
581	Mercantile, Business	Department or discount store	Commercial
592	Mercantile, Business	Bank	Commercial
593	Mercantile, Business	Office: veterinary or research	Commercial
596	Mercantile, Business	Post office or mailing firms	Commercial
599	Mercantile, Business	Business office	Commercial
600	Industrial, Utility, Defense, Agr, Mining	Utility, defense, agriculture, mining, other	Industrial/Warehouse
610	Industrial, Utility, Defense, Agr, Mining	Electric generating plant	Industrial/Warehouse
614	Industrial, Utility, Defense, Agr, Mining	Energy production plant, other	Industrial/Warehouse
615	Industrial, Utility, Defense, Agr, Mining	Electric-generating plant	Industrial/Warehouse
629	Industrial, Utility, Defense, Agr, Mining	Laboratory or science laboratory	Commercial
631	Industrial, Utility, Defense, Agr, Mining	Defense, military installation	Government
632	Industrial, Utility, Defense, Agr, Mining	None	Industrial/Warehouse
635	Industrial, Utility, Defense, Agr, Mining	Computer center	Commercial
639	Industrial, Utility, Defense, Agr, Mining	Communications center	Commercial
640	Industrial, Utility, Defense, Agr, Mining	Utility or distribution system, other	Industrial/Warehouse
642	Industrial, Utility, Defense, Agr, Mining	Electrical distribution	Industrial/Warehouse
644	Industrial, Utility, Defense, Agr, Mining	Gas distribution, pipeline, gas distribution	Industrial/Warehouse
645	Industrial, Utility, Defense, Agr, Mining	Flammable liquid distribution, pipeline, flammable	Industrial/Warehouse
647	Industrial, Utility, Defense, Agr, Mining	Water utility	Industrial/Warehouse
648	Industrial, Utility, Defense, Agr, Mining	Sanitation utility	Industrial/Warehouse
655	Industrial, Utility, Defense, Agr, Mining	Crops or orchard	Agricultural
659	Industrial, Utility, Defense, Agr, Mining	Livestock production	Agricultural
669	Industrial, Utility, Defense, Agr, Mining	Forest, timberland, woodland	Agricultural
679	Industrial, Utility, Defense, Agr, Mining	Mine, quarry	Agricultural
700	Manufacturing, Processing	Manufacturing, processing	Industrial/Warehouse
800	Storage	Storage, other	Industrial/Warehouse
807	Storage	Outside material storage area	Industrial/Warehouse
808	Storage	Outbuilding or shed	Industrial/Warehouse
816	Storage	Grain elevator, silo	Industrial/Warehouse
819	Storage	Livestock, poultry storage	Industrial/Warehouse
839	Storage	Refrigerated storage	Industrial/Warehouse
849	Storage	Outside storage tank	Industrial/Warehouse
880	Storage	Vehicle storage, other	Industrial/Warehouse
881	Storage	Parking garage (Detached residential garage)	n/a
882	Storage	Parking garage, general vehicle	n/a
888	Storage	Fire station	Government
891	Storage	Warehouse	Industrial/Warehouse
898	Storage	Dock, marina, pier, wharf	Industrial/Warehouse
899	Storage	Residential or self storage units	Commercial
900	Outside or Special Property	Outside or special property, other	Vacant
919	Outside or Special Property	Dump, sanitary landfill	Industrial/Warehouse
921	Outside or Special Property	Bridge, trestle	n/a
922	Outside or Special Property	Tunnel	n/a
926	Outside or Special Property	Outbuilding, protective shelter	n/a
931	Outside or Special Property	Open land or field	Vacant
935	Outside or Special Property	Campsite with utilities	Vacant
936	Outside or Special Property	Vacant lot	Vacant
937	Outside or Special Property	Beach	n/a
938	Outside or Special Property	Graded and cared-for plots of land	Vacant
940	Outside or Special Property	Water area, other	n/a
941	Outside or Special Property	Open ocean, sea or tidal waters	n/a
946	Outside or Special Property	Lake, river, stream	n/a
951	Outside or Special Property	Railroad right of way	n/a
952	Outside or Special Property	Railroad yard	n/a
960	Outside or Special Property	Street, other	n/a
961	Outside or Special Property	Highway or divided highway	n/a
962	Outside or Special Property	Residential street, road or residential driveway	n/a
963	Outside or Special Property	Street or road in commercial area	n/a
965	Outside or Special Property	Vehicle parking area	n/a
972	Outside or Special Property	Aircraft runway	n/a
973	Outside or Special Property	Aircraft taxi-way	n/a
974	Outside or Special Property	Aircraft loading area	n/a
981	Outside or Special Property	Construction site	Vacant
982	Outside or Special Property	Oil or gas field	Vacant

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Table C-1 (Continued)
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	Main Category	NFIRS Description	Fire Assessment Land Use Category
983	Outside or Special Property	Pipeline, power line or other utility right of way	Vacant
984	Outside or Special Property	Industrial plant yard - area	Industrial/Warehouse
1500	Outside or Special Property	Public or Government, other	Institutional
1501	Outside or Special Property	Public or Government, other	Institutional
3230	Outside or Special Property	Asylum, mental institution	Institutional
3231	Outside or Special Property	Asylum, mental institution	Institutional
9600	Outside or Special Property	Street, other	n/a
9601	Outside or Special Property	Street, other	n/a
400M	Residential	Residential, other	Single Family
400R	Residential	Residential, other	Single Family
400V	Residential	Residential, other	Single Family
419M	Residential	1 or 2 family dwelling	Single Family
NNN	Outside or Special Property	None	n/a
UUU	Outside or Special Property	Undetermined	n/a

Source: National Fire Incident Reporting System (NFIRS)

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Table C-2
Property Code Classifications – Land Use

PC	Description	Fire Assessment Land Use Category
0	VACANT RESIDENTIAL	Vacant
1	IMPROVED RESIDENTIAL	Single Family/Duplex
2	IMPROVED MOBILE HOME	Single Family/Duplex
3	MULTI-FAMILY 10 OR MORE UNITS	Multi-Family/Condo
4	CONDOMINIUM RESIDENTIAL	Multi-Family/Condo
5	COOPERATIVE	Single Family/Duplex
6	RETIREMENT HOME - TAXABLE	Multi-Family/Condo
7	BOARDING HOMEMIGRANT CAMPETC	Multi-Family/Condo
8	MULTI-FAMILY 09 OR LESS UNITS	Multi-Family/Condo
9	RESIDENTIAL COMMON ELEMENTS	n/a
10	VACANT COMMERCIAL	Vacant
11	ONE STORY STORE	Commercial
12	COMMERCIALRESIDENTIAL MIXED	Commercial
13	DEPARTMENT STORE	Commercial
14	MARKET	Commercial
15	REGIONAL SHOPPING CENTER	Commercial
16	COMMUNITY SHOPPING CENTER	Commercial
17	01 STY OFFICENON PROFESSIONAL	Commercial
18	MULTI-STY OFFICENON PROFESSNL	Commercial
19	PROFESSIONAL SERVICES	Commercial
20	TERMINAL-AIRBUSTRAINMARINE	Commercial
21	RESTAURANTCAFETERIA	Commercial
22	RESTAURANTDRIVE-IN	Commercial
23	FINANCIAL INSTITUTION	Commercial
24	INSURANCE OFFICE	Commercial
25	SERVICE REPAIR - NON VEHICLE	Commercial
26	GASOLINE SERVICE STATION	Commercial
27	VEHICLE SALES REPAIR	Commercial
28	PARKING LOT	Commercial
29	WHOLESALE OUTLET	Commercial
30	FLORISTGREENHOUSE	Commercial
31	THEATERDRIVE-INSTADIUM	Commercial
32	THEATERENCLOSEDSTADIUM	Commercial
33	NIGHTCLUBBARLIQUOR SERVICE	Commercial
34	BOWLING ALLEYARENA	Commercial
35	TOURISTEXHIBIT	Commercial
36	CAMPSCAMPGROUNDS	Commercial
37	RACE TRACK - AUTODOGHORSE	Commercial
38	GOLF COURSEDRIVING RANGE	Commercial
39	HOTELMOTEL	Commercial
40	VACANT INDUSTRIAL	Vacant
41	LIGHT MANUFACTURING	Industrial
42	HEAVY MANUFACTURING	Industrial
43	LUMBER YARDSAWMILL	Industrial
44	PACKING PLANT	Industrial
45	CANNERYBOTTLER	Industrial
46	FOOD PROCESSING	Industrial
47	MINERAL PROCESSING	Industrial
48	WAREHOUSEDISTRIBUTION	Industrial
49	STORAGEJUNK YARD	Industrial
50	RURAL BUILDING SITE	Agricultural
51	CROPLAND CLASS 1	Agricultural

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Table C-2 (continued)
Property Code Classifications – Land Use

PC	Description	Fire Assessment Land Use Category
52	CROPLAND CLASS 2	Agricultural
53	CROPLAND CLASS 3	Agricultural
54	TIMBER CLASS 1	Agricultural
55	TIMBER CLASS 2	Agricultural
56	TIMBER CLASS 3	Agricultural
57	TIMBER CLASS 4	Agricultural
58	TIMBER CLASS 5	Agricultural
59	TIMBER NOT CLASSIFIED	Agricultural
60	GRAZING CLASS 1	Agricultural
61	GRAZING CLASS 2	Agricultural
62	GRAZING CLASS 3	Agricultural
63	GRAZING CLASS 4	Agricultural
64	GRAZING CLASS 5	Agricultural
65	GRAZING CLASS 6	Agricultural
66	CITRUS GROVEORCHARD	Agricultural
67	BEESFISHRABBITSETC	Agricultural
68	DAIRYFEED LOT	Agricultural
69	ORNAMENTALMISCELLANEOUS AGRIC	Agricultural
70	VACANT INSTITUTIONAL	Vacant
71	IMPROVED - CHURCH	Institutional
72	SCHOOL - COLLEGEPRIVATE	Institutional
73	HOSPITALPRIVATE	Institutional
74	RETIREMENT HOMEEXEMPT	Institutional
75	CHARITABLE SERVICESORPHANAGE	Institutional
76	DEATH SERVICES	Institutional
77	CLUB LODGE UNION HALL	Institutional
78	REST HOME	Institutional
79	CULTURAL	Institutional
80	HORSE FARMS TANGIBLE ONLY	n/a
81	MILITARY	Government
82	FORESTPARKRECREATIONAL	Government
83	SCHOOLPUBLIC	Government
84	COLLEGEPUBLIC	Government
85	HOSPITALPUBLIC	Government
86	COUNTY PROPERTY	Government
87	STATE PROPERTY	Government
88	FEDERAL PROPERTY	Government
89	MUNICIPAL PROPERTY	Government
90	LEASEHOLD INTERESTS	n/a
91	UTILITIES	n/a
92	MINING	n/a
93	SUBSURFACE RIGHTS	n/a
94	RIGHTS-OF-WAY	n/a
95	RIVERLAKESUBMERGED	n/a
96	SEWAGEWASTEBARROW	n/a
97	RECREATIONAL CLASSIFIED USE	n/a
98	CENTRALLY ASSESSED	n/a
99	ACREAGENON CLASSIFIED USE	n/a

Source: Marion County Property Appraiser

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The Final Roll 2026 Assessment can be viewed and/or copied at:
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Certificate Of Completion

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Certificate Pages: 5
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Electronic Record and Signature Disclosure: Accepted: 6/3/2026 10:08:25 AM ID: 1cea767e-30e9-4ac1-aecd-fc1ab47cdf14		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2026 9:57:29 AM Viewed: 6/9/2026 10:19:35 AM Signed: 6/9/2026 10:20:00 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/9/2026 10:20:04 AM Viewed: 6/9/2026 2:50:22 PM Signed: 6/9/2026 2:50:38 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2026 2:50:22 PM ID: d3b40e58-77aa-469b-872e-ac377ceb88a7		
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: 6/9/2026 2:50:41 PM Viewed: 6/9/2026 3:14:52 PM Signed: 6/9/2026 3:15:14 PM
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In Person Signer Events	Signature	Timestamp

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2026 9:48:58 AM
Envelope Updated	Security Checked	6/8/2026 2:52:23 PM
Envelope Updated	Security Checked	6/8/2026 2:52:23 PM
Envelope Updated	Security Checked	6/8/2026 2:52:23 PM
Envelope Updated	Security Checked	6/8/2026 2:52:24 PM
Envelope Updated	Security Checked	6/8/2026 2:52:24 PM
Certified Delivered	Security Checked	6/9/2026 3:14:52 PM
Signing Complete	Security Checked	6/9/2026 3:15:14 PM
Completed	Security Checked	6/9/2026 3:15:14 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

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

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

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

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

Acknowledging your access and consent to receive and sign documents electronically

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

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: D18CB748-B40C-4B43-A83D-43C177961345

FSCJ Florida State College at Jacksonville

Training Agreement

This Training Agreement is entered into this _____ day of 6/9/2026____, 2026 by and between **Florida State College at Jacksonville** ("FSCJ") and **Ocala Fire Rescue Department** ("Customer"). This Agreement will expire on December 31, 2026.

Terms

The terms of the Agreement are hereby incorporated by reference and shall govern the provision course and training services under this proposal.

Description of Courses and/or Training Services

FSCJ agrees to provide instruction for five-hour ARFF Refresher (PSR 0082) Program to Customer's employees as defined in this training agreement.

Training will be delivered on mutually agreed upon dates to be conducted at the Fire Academy of the South, 2700 Firefighter Memorial Drive, Jacksonville, FL**.** Delivery of instruction shall be scheduled and delivered in accordance with the terms and conditions herein.

FSCJ agrees to provide the following:

- Highly qualified instructor
- Course materials
- Classroom and Laboratory Facilities
- PPE Gear (if needed)
- Participant evaluations
- Attendance records

Customer shall commit to the following:

- Identify training participants
- Provide student enrollment information via hard copy enrollment forms or the FSCJ Continuing Education website
- Maintain open lines of communication with Florida State College at Jacksonville's instructor(s) and representatives throughout the training process.

Docusign Envelope ID: D18CB748-B40C-4B43-A83D-43C177961345

Points of Contact

FSCJ

Alicia Wiggins-Jones
Fire Academy of the South
2700 Firefighter Memorial Dr
Jacksonville, FL 32246
alicia.jones@fsci.edu
(904) 646-2139

M. Jason Carpenter
Fire Academy of the South
2700 Firefighter Memorial Drive
Jacksonville, FL 32246
(904) 997-4953
micarpen@fscj.edu

Customer

Chief Clint Welborn
Ocala Fire Rescue
3001 N.E. 21st Street
Ocala, FL 34470
352-629-8306
cwelborn@ocalafl.gov

Fees, Costs and Payment Terms

Course	Contact Hours	Proposed Number of Participants	Tuition Cost per Person
ARFF Refresher	5	TBD	$465.00

Tuition for the course is four hundred sixty-five dollars ($465.00) per student. The College will bill for the exact number of Fire Fighters trained at each session.

Docusign Envelope ID: D18CB748-B40C-4B43-A83D-43C177961345

Tuition and fees for all students must be paid by the following schedule:

FSCJ will invoice customer within thirty (30) days from training. Customer shall pay invoice within thirty (30) days of the invoice date. Payments should be directed to:

Florida State College at Jacksonville
Finance Department
Attention: Accounts Receivable
501 West State Street, Jacksonville, FL 32202
AccountsReceivable@fscj.edu
(904) 632-3003

The secured payment link is:
https://quikpayasp.com/fccj/commerce_manager/payer.do?orderType=Sponsor%20Third%20Party

Cancellation Policy

Cancellations must be made one (1) week prior to the proposed start date. Cancellation requests may be made via email to **ARFF@fscj.edu**, or via phone **(904) 997-4953**. If your organization fails to submit a cancellation request within the specified time frame, FSCJ will invoice for minimum fee listed above.

Student Enrollment and Registration

Customer agrees to provide enrollment information for all students. A student may complete a paper enrollment form or submit enrollment information via the FSCJ online application portal. No student may participate in training without being registered.

Confidentiality. Customer agrees not to disclose to others, copy or use for any purpose unrelated to FSCJ's business, directly or indirectly, any trade secret or confidential or proprietary information or data of or relating to FSCJ or its business or operations that Customer obtains as a result of, or in connection with, the performance of the Services ("Confidential Information"), provided that the foregoing shall not apply to information that Customer possessed prior to the commencement of this Agreement or that is generally known to the public other than as a result of Customer's breach of this Agreement.*

By my signature below, I accept this proposal and all associated terms and conditions.

Docusign Envelope ID: D18CB748-B40C-4B43-A83D-43C177961345

Florida State College at Jacksonville

Dr. Cedrick Gibson

Sign: DocuSigned by: Dr. Cedrick Gibson 9B80DD147F504C0...

AVP, Workforce Development & Entrepreneurship

Date: 6/4/2026

Ocala Fire Rescue / City of Ocala

Print: Peter Lee

Sign: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Title: City Manager

Date: 6/9/2026

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55ABBA8ED04F3...

William E. Sexton, Esq.
City Attorney

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

Initial DS DCG

Certificate Of Completion

Envelope Id: D18CB748-B40C-4B43-A83D-43C177961345
Status: Completed
Subject: SIGNATURE: 2026 ARFF Refresher Training Agreement - FSCJ (OFR/260464)
Source Envelope:
Document Pages: 4
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
2/25/2026 3:38:19 PM
Security Appliance Status: Connected

Holder: April Adolf
aadolf@ocalafl.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Dr. Cedrick Gibson cedrick.gibson@fscj.edu Security Level: Email, Account Authentication (None)	DocuSigned by: Dr. Cedrick Gibson 9B80DD147F504C0... Signature Adoption: Pre-selected Style Using IP Address: 68.171.193.230 Signed using mobile	Sent: 6/4/2026 4:09:29 PM Viewed: 6/4/2026 4:17:48 PM Signed: 6/4/2026 4:18:14 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2026 4:17:48 PM ID: 01b4b276-36eb-493f-b361-09f2eae6ced4		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/25/2026 3:52:09 PM Resent: 6/4/2026 4:18:15 PM Viewed: 2/26/2026 8:17:54 AM Signed: 6/9/2026 9:27:49 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: 6/9/2026 9:27:50 AM Viewed: 6/9/2026 11:12:04 AM Signed: 6/9/2026 11:12:23 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	2/25/2026 3:52:09 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:28 PM
Envelope Updated	Security Checked	6/4/2026 4:09:29 PM
Envelope Updated	Security Checked	6/4/2026 4:09:29 PM
Certified Delivered	Security Checked	6/9/2026 11:12:04 AM
Signing Complete	Security Checked	6/9/2026 11:12:23 AM
Completed	Security Checked	6/9/2026 11:12:23 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: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

5/18/2026

City of Ocala
1805 NE 30th Ave Building 400
Ocala, FL 34470

RE: Financial Project ID: 413615-3-78-04
Contract Number: AM688
FEID No.: VF-596000392-002
FY Work Order: Fiscal Year 2026/2027

City of Ocala:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 2026/2027 paid under this Work Order is **$462,138.20**. The compensation period for this work order will begin on July 1, 2026, and will expire June 30, 2027. Invoices for this period can be submitted to this office after May 19, 2027, and will be processed in accordance with the Compensation and Payment terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

Please execute and return using the contact information below. To guarantee availability of funds, these documents must be returned to this office no later than June 1, 2026.

- **Sign this work order confirming receipt and agreement of the compensation terms listed above and return.**
- **Sign Exhibit A for FY 26/27 and return.**

If you have any questions, please contact:

Nicole Aiton at 352-620-3012, nicole.aiton@dot.state.fl.us
Ocala Operations
627 NW 30th Ave, Ocala, FL 34475

Attachment: Exhibit A

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

Attachment: Exhibit A

FLORIDA DEPARTMENT

OF TRANSPORTATION

DocuSigned by:
Michael McCammon
6E4F96D67438487...
Operations Engineer

Michael McCammon
Print Name

Date: 06/09/2026 | 11:39 AM EDT

MAINTAINING AGENCY

Concurrence By: DocuSigned by: Janice Mitchell 55198B43858A4E1...

Print Name: Janice Mitchell

Title: CFO

Phone: 352-629-8861

Date: 6/9/2026

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

EXHIBIT A (Modified for Renewals)
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 26/27

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. *See attached verification document*
2.
3.

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $347.89 in fiscal year 25/26 shall increase to $358.33 in fiscal year 26/27.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 90%. Example: 100 (lights) x $358.33 (unit rate) x 0.90 (90% requirement) = $32,249.70

Type of Light	# of lights	LED or HPS	Unit rate	90%	Total
EXAMPLE	***100***	***LED***	***$358.33***	***.90***	***$32,249.70***
High Mast		HPS		0.00	0.00
Standard		HPS		0.00	0.00
Underdeck		HPS		0.00	0.00
Sign		HPS		0.00	0.00
High Mast		LED		0.00	0.00
Standard	1433	LED	358.33	0.90	$462,138.20
Underdeck		LED		0.00	0.00
Sign		LED		0.00	0.00

Maintaining Agency: (Signature) Signed by: Janice Mitchell 55108B43868A4E1... FDOT: (Signature) DocuSigned by: Michael McCammon 6E4F96D67430487...

Date: 6/9/2026 Date: 06/09/2026 | 11:39 AM EDT

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton., Esq
City Attorney

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

AM 688 City of Ocala agrees that
(Contract Number and Local Maintaining Agency)

1433 luminaires, in the locations listed on the attached page(s), have been
(Total Number of Luminaires)

identified for payment through the State Highway Lighting, Maintenance, and Compensation Agreement for FY 2027 (July 1, 2026 to June 30, 2027)

This agreement was reached via:

- [x] Phone
- [ ] Email
- [ ] Meeting
- [ ] Letter (see attached)

FDOT REPRESENTATIVE CONTACT INFORMATION

Nicole Aiton	Operations Program Engineer
(Name)	(Title)
(352) 620-3012	4/8/2026
(Phone Number)	(Date)

LOCAL AGENCY CONTACT INFORMATION

Cody McCormack		Utilities GIS Coordinator
(Name)		(Title)
(352) 351-6620	CmcCormack@ocalafl.org	4/8/2026
(Phone Number)		(Date)

State Road	SR 464
Section Number	360040000
Limits	SW 19th Ave to SE 36th Ave
From MP	0.211
To MP	4.824
Total Quantity	**147 (see attached list of lights, includes lights added with 441141-1)**

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

State Road	SR 492
Section Number	360080000
Limits	301/441 North – SR 40 East
From MP	0.000
To MP	3.667
Total Quantity	**170**

State Road	SR 25
Section Number	36010000
Limits	SE 52 St – SR 200
From MP	21.19
To MP	24.959
Total Quantity	**102**

State Road	SR 500
Section Number	36070000
Limits	301/441 North – West City Limits
From MP	17.818
To MP	20.700
Total Quantity	**147**

State Road	SR 40 East
Section Number	36080000
Limits	27/301/441 – East City Limits
From MP	0.000
To MP	6.192
Total Quantity	**339**

State Road	SR 200
Section Number	36100000
Limits	27/301/441 South
From MP	14.557
To MP	18.384
Total Quantity	**124+36 =160 (36 added by project 439234-1)**

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

State Road	SR 40 West
Section Number	36110000
Limits	SW 49th Ave – NW 9 Ave
From MP	22.938
To MP	26.351
Total Quantity	**142+7=149 (7 lights added to SR 40 at SW 46th Ave permit 2023-A-595-00032)**

State Road	SR40W Overpass
Section Number	36110500
Limits	NW 9 Ave – 27/301/441 North
From MP	0.000
To MP	0.358
Total Quantity	**10**

State Road	SR 25 (US 441)(Pine Ave)
Section Number	36030000
Limits	SR200 – 505’ North of NW 28 Street
From MP	0.000
To MP	2.606
Total Quantity	**157**

State Road	SR 25
Section Number	36001000
Limits	505’ North of NW 28 St. – North City Limits (NW 35 St.)
From MP	0.000
To MP	0.476
Total Quantity	**52**

State Road	
Section Number	
Limits	
From MP	
To MP	
Total Quantity	

State Road	
Section Number	
Limits	
From MP	
To MP	
Total Quantity	

Docusign Envelope ID: 65DED69B-678A-8AD4-81B2-7F48EEEC505D

Lighting ID	Light Bulb Type	Light Bulb/Luminaire Count	Maintaining Agency ID	Mile Post	Record Status	Roadway ID	State Road	Symbol Type	x	y
189018	High Pressure Sodi	1			Current	36040000	464		-82.112	29.171
188919	High Pressure Sodi	1			Current	36004000	464		-82.08	29.154
189024	Light Emitting Diod	1			Current	36040000	464		-82.095	29.163
62518	Light Emitting Diod	1	AM688	1.886	Current	36004000	464		-82.129	29.172
62458	Light Emitting Diod	1	AM688	1.858	Current	36004000	464		-82.13	29.172
62224	Light Emitting Diod	1	AM688	1.842	Current	36004000	464		-82.13	29.172
62336	Light Emitting Diod	1	AM688	1.803	Current	36004000	464		-82.131	29.172
62161	Light Emitting Diod	1	AM688	1.785	Current	36004000	464		-82.131	29.172
62335	Light Emitting Diod	1	AM688	1.758	Current	36004000	464		-82.131	29.172
62275	Light Emitting Diod	1	AM688	1.213	Current	36004000	464		-82.132	29.172
62274	Light Emitting Diod	1	AM688	1.692	Current	36004000	464		-82.132	29.172
62456	Light Emitting Diod	1	AM688	1.662	Current	36004000	464		-82.133	29.172
62332	Light Emitting Diod	1	AM688	1.637	Current	36004000	464		-82.133	29.172
62273	Light Emitting Diod	1	AM688	1.593	Current	36004000	464		-82.134	29.172
62222	Light Emitting Diod	1	AM688	1.546	Current	36004000	464		-82.135	29.172
62469	High Pressure Sodi	1	AM688	1.508	Current	36004000	464		-82.136	29.172
61872	Light Emitting Diod	1	AM688	1.469	Current	36004000	464		-82.136	29.172
62331	Light Emitting Diod	1	AM688	1.428	Current	36004000	464		-82.137	29.172
62160	Light Emitting Diod	1	AM688	1.398	Current	36004000	464		-82.137	29.172
62162	Light Emitting Diod	1	AM688	1.381	Current	36040000	464		-82.138	29.171
62460	Light Emitting Diod	1	AM688	1.451	Current	36040000	464		-82.136	29.172
62461	Light Emitting Diod	1	AM688	1.414	Current	36040000	464		-82.137	29.171
62519	Light Emitting Diod	1	AM688	1.482	Current	36040000	464		-82.136	29.172
62387	Light Emitting Diod	1	AM688	1.528	Current	36040000	464		-82.135	29.172
189042	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189039	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189030	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189025	Light Emitting Diod	1			Current	36040000	464		-82.087	29.157
189026	Light Emitting Diod	1			Current	36040000	464		-82.087	29.158
189027	Light Emitting Diod	1			Current	36040000	464		-82.095	29.163
189023	Light Emitting Diod	1			Current	36040000	464		-82.095	29.164
189007	Light Emitting Diod	1			Current	36040000	464		-82.095	29.164
189017	Light Emitting Diod	1			Current	36040000	464		-82.103	29.171
189011	Light Emitting Diod	1			Current	36040000	464		-82.103	29.171
189009	Light Emitting Diod	1			Current	36040000	464		-82.103	29.171
189005	Light Emitting Diod	1			Current	36040000	464		-82.104	29.171
189019	Light Emitting Diod	1			Current	36040000	464		-82.108	29.171
189010	Light Emitting Diod	1			Current	36040000	464		-82.108	29.171
189021	Light Emitting Diod	1			Current	36040000	464		-82.109	29.171
189020	Light Emitting Diod	1			Current	36040000	464		-82.109	29.171
189013	Light Emitting Diod	1			Current	36040000	464		-82.114	29.171
189008	Light Emitting Diod	1			Current	36040000	464		-82.114	29.171
189016	Light Emitting Diod	1			Current	36040000	464		-82.125	29.171
189014	Light Emitting Diod	1			Current	36040000	464		-82.125	29.171
189004	Light Emitting Diod	1			Current	36040000	464		-82.126	29.171
189022	Light Emitting Diod	1			Current	36040000	464		-82.129	29.171
189015	Light Emitting Diod	1			Current	36040000	464		-82.129	29.172
189006	Light Emitting Diod	1			Current	36040000	464		-82.138	29.171
62182	Light Emitting Diod	1	AM688	4.812	Current	36004000	464		-82.087	29.158
188928	Light Emitting Diod	1			Current	36004000	464		-82.086	29.158
188929	Light Emitting Diod	1			Current	36004000	464		-82.087	29.158

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188920	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188922	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188930	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188921	Light Emitting Diode	1			Current	36004000	464	-82.087	29.158
188939	Light Emitting Diode	1			Current	36004000	464	-82.094	29.164
188927	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188924	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188932	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188925	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188935	Light Emitting Diode	1			Current	36004000	464	-82.095	29.164
188931	Light Emitting Diode	1			Current	36004000	464	-82.103	29.171
188916	Light Emitting Diode	1			Current	36004000	464	-82.103	29.171
188914	Light Emitting Diode	1			Current	36004000	464	-82.104	29.171
188915	Light Emitting Diode	1			Current	36004000	464	-82.108	29.172
188913	Light Emitting Diode	1			Current	36004000	464	-82.109	29.172
62246	High Pressure Sodiu	1	AM688	4.823	Current	36004000	464	-82.087	29.158
61895	High Pressure Sodiu	1	AM688	4.722	Current	36004000	464	Outage -82.088	29.159
61718	High Pressure Sodiu	1	AM688	4.682	Current	36004000	464	-82.089	29.159
61469	High Pressure Sodiu	1	AM688	4.427	Current	36004000	464	-82.092	29.161
61293	High Pressure Sodiu	1	AM688	4.386	Current	36004000	464	-82.093	29.162
62218	High Pressure Sodiu	1	AM688	4.156	Current	36004000	464	-82.095	29.164
62245	High Pressure Sodiu	1	AM688	3.754	Current	36004000	464	-82.099	29.169
61894	High Pressure Sodiu	1	AM688	3.69	Current	36004000	464	-82.1	29.169
188893	Light Emitting Diode	1			Current	36004000	464	-82.109	29.172
188900	Light Emitting Diode	1			Current	36004000	464	-82.114	29.172
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188898	Light Emitting Diode	1			Current	36004000	464	-82.114	29.172
188910	Light Emitting Diode	1			Current	36004000	464	-82.125	29.172
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188894	Light Emitting Diode	1			Current	36004000	464	-82.128	29.172
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188909	Light Emitting Diode	1			Current	36004000	464	-82.129	29.172
188901	Light Emitting Diode	1			Current	36004000	464	-82.138	29.172
188905	Light Emitting Diode	1			Current	36004000	464	-82.138	29.172
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61834	High Pressure Sodiu	1	AM688	3.446	Current	36004000	464	-82.103	29.171
62298	High Pressure Sodiu	1	AM688	3.405	Current	36004000	464	-82.104	29.171
61893	High Pressure Sodiu	1	AM688	3.363	Current	36004000	464	-82.105	29.172
62452	High Pressure Sodiu	1	AM688	3.277	Current	36004000	464	-82.106	29.172
61835	High Pressure Sodiu	1	AM688	3.233	Current	36004000	464	-82.107	29.172
62481	High Pressure Sodiu	1	AM688	3.176	Current	36004000	464	-82.108	29.172
62180	High Pressure Sodiu	1	AM688	3.134	Current	36004000	464	-82.109	29.172
61691	High Pressure Sodiu	1	AM688	2.323	Current	36004000	464	Outage -82.122	29.172
61883	High Pressure Sodiu	1	AM688	1.966	Current	36004000	464	-82.128	29.172
61366	High Pressure Sodiu	1	AM688		Current	36004000	464	-82.128	29.172
152214	Light Emitting Diode	1	AM688	1.311	Current	36004000	464	-82.139	29.172
62329	Light Emitting Diode	1	AM688	1.279	Current	36004000	464	-82.139	29.172
62247	Light Emitting Diode	1	AM688	0.242	Current	36040000	464	-82.156	29.171
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62516	Light Emitting Diode	1	AM688	1.783	Current	36040000	464	-82.131	29.172
62223	Light Emitting Diode	1	AM688	1.742	Current	36040000	464	-82.132	29.172
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62277	Light Emitting Diode	1	AM688	1.153	Current	36040000	464	-82.141	29.172
62403	High Pressure Sodiu	1	AM688	2.158	Current	36040000	464	-82.125	29.171
62172	High Pressure Sodiu	1	AM688	1.958	Current	36040000	464	-82.128	29.171
62333	Light Emitting Diode	1	AM688	1.662	Current	36040000	464	-82.133	29.172
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62276	Light Emitting Diode	1	AM688	1.866	Current	36040000	464	-82.13	29.172
62359	High Pressure Sodiu	1	AM688	1.216	Current	36040000	464	-82.14	29.172
62415	High Pressure Sodiu	1	AM688	2.822	Current	36040000	464	-82.114	29.171
61858	High Pressure Sodiu	1	AM688	2.769	Current	36040000	464	-82.115	29.171
62402	High Pressure Sodiu	1	AM688		Current	36040000	464	-82.129	29.171
62334	Light Emitting Diode	1	AM688	1.701	Current	36040000	464	-82.132	29.172
62515	Light Emitting Diode	1	AM688	1.612	Current	36040000	464	-82.134	29.172
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62360	High Pressure Sodiu	1	AM688	0.402	Current	36040000	464	-82.154	29.172
62147	High Pressure Sodiu	1	AM688	2.635	Current	36040000	464	-82.117	29.171
62237	High Pressure Sodiu	1	AM688	2.245	Current	36040000	464	-82.123	29.171
61833	High Pressure Sodiu	1	AM688	2.879	Current	36040000	464	-82.113	29.171
61871	Light Emitting Diode	1	AM688	1.262	Current	36040000	464	-82.14	29.172
62418	High Pressure Sodiu	1	AM688	0.556	Current	36040000	464	-82.151	29.172
61826	High Pressure Sodiu	1	AM688	2.377	Current	36040000	464	-82.121	29.171
62457	Light Emitting Diode	1	AM688	1.825	Current	36040000	464	-82.13	29.172
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61881	High Pressure Sodiu	1	AM688	2.211	Current	36040000	464	-82.124	29.171
62284	High Pressure Sodiu	1	AM688	1.373	Current	36040000	464	-82.138	29.171
62288	High Pressure Sodiu	1	AM688	2.341	Current	36040000	464	-82.122	29.171
62482	Light Emitting Diode	1	AM688	0.246	Current	36040000	464	-82.156	29.172
62357	High Pressure Sodiu	1	AM688	2.99	Current	36040000	464	-82.111	29.171
61882	High Pressure Sodiu	1	AM688	2.283	Current	36040000	464	-82.123	29.171
62287	High Pressure Sodiu	1	AM688	2.11	Current	36040000	464	-82.126	29.171
62512	High Pressure Sodiu	1	AM688	1.991	Current	36040000	464	-82.128	29.171
62337	Light Emitting Diode	1	AM688	1.342	Current	36040000	464	-82.138	29.171
152220	High Pressure Sodiu	1	AM688	1.238	Current	36004000	464	-82.14	29.172
62416	High Pressure Sodiu	1	AM688	0.729	Current	36040000	464	-82.148	29.172
62328	Light Emitting Diode	1	AM688	1.19	Current	36040000	464	-82.141	29.172
61836	High Pressure Sodiu	1	AM688	2.944	Current	36040000	464	-82.112	29.171
61865	High Pressure Sodiu	1	AM688	2.054	Current	36040000	464	-82.126	29.171
61195	Light Emitting Diode	1	AM688	1.34	Current	36004000	464	-82.138	29.172
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62414	High Pressure Sodiu	1	AM688	3.451	Current	36004000	464	-82.103	29.171

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To: Geneva.Maynard@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

AM688

4/20/2026

CONTRACT INFORMATION

Contract:	AM688
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF OCALA
Vendor ID:	F596000392002
Beginning Date of This Agreement:	10/02/2002
Ending Date of This Agreement:	06/30/2030
Contract Total/Budgetary Ceiling:	ct = $7,345,659.02
Description:	41361537204;41361537204;

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/20/2026

Action:	Supplemental	Supplemental
Reviewed or Approved:	*REVIEWED	APPROVED
Organization Code:	55054030511	55054030511
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	$388,609.00	$73,529.20
Financial Project:	41361537804	41361537804
Work Activity (FCT):	400	400
CFDA:		
Fiscal Year:	2027	2026
Budget Entity:	55150200	55150200
Category/Category Year:	088712/27	088712/26
Amendment ID:	S028	S028
Sequence:	01	00
User Assigned ID:	FY27	FY27
Enc Line (6s)/Status:	/04	0017/04

Total Amount: $462,138.20

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

docusign

Certificate Of Completion

Envelope Id: 3E97DAB1-A10A-8EB1-815D-2EFB20EA8EFB
Status: Completed
Subject: SIGNATURE: (ELE/200419) AM688 Highway Lighting Renewal
Source Envelope:
Document Pages: 10
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
6/8/2026 3:01:44 PM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
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: 6/8/2026 3:03:52 PM Viewed: 6/9/2026 8:09:46 AM Signed: 6/9/2026 8:10:44 AM
Electronic Record and Signature Disclosure: Accepted: 6/9/2026 8:09:46 AM ID: 26b59664-9bb2-4b6a-8902-09a432ecf415		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 6/8/2026 3:03:51 PM Viewed: 6/9/2026 9:08:50 AM Signed: 6/9/2026 9:11:04 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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2026 3:03:52 PM
Certified Delivered	Security Checked	6/9/2026 9:08:50 AM
Signing Complete	Security Checked	6/9/2026 9:11:04 AM
Completed	Security Checked	6/9/2026 9:11:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

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CONTRACT # ELE/260804

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: Katherine S. Pooser

Mailing Address: 5587 NW 40th Place

City: Ocala State: FL Zip Code: 34482

Phone Number: 706-897-7489 Alternate Phone Number: 678-614-0453

Email Address: prestonpooser@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 563418-228241

2. RGS Facility Information

Facility Location: 5587 NW 40th Place Ocala, Fl. 34482

Ocala Electric Utility Customer Account Number: 563418-228241

RGS Manufacturer: Hanwha Q-Cells America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO-BLK-G6+ (12 Modules- 340W)

Serial Number: Enphase IQ7-60-2-US (12-Micro-inverters)

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 3.468kWac ("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: 5/17/2021

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)

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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: Katherine S. Pooser Date: 4/23/26
(Print Name)

Katherine S. Pooser
(Signature)

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 23rd day of April, 20 26, 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 Katherine S. Pooser, 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.

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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.

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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.

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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)

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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)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

Signed by:
By: Janice Mitchell
55198B43850A4E1...

Title: CFO

Date: 6/5/2026

Florida Municipal Power Agency

DocuSigned by:
By: [signature]
087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 6/7/2026

Customer

By: Katherine S. Pooser (Print Name) Date: 4/23/26.

Katherine S. Pooser (Signature)

Customer's City of Ocala Electric Utility Account Number: 563418-228241

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

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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.

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Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 23rd day of April, 20 26, by and between Katherine S. Pooser, (hereinafter called "**Customer**"), located at 5587 NW 40th Place 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: 5587 NW 40th Place Ocala, Fl. 34482.

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)

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(Continued from Sheet No. 21.0)

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.

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(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.

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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.

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(Continued from Sheet No. 21.3)

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.

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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.

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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.

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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)

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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)

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IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

Signed by:
By: Janice Mitchell
55198B43858A4E1...

Title: CFO

Date: 6/5/2026

Customer:

By: Katherine S. Pooser
(Print Name)

Katherine S. Pooser
(Signature)

Date: 4/23/26

City of Ocala Electric Utility Account Number:

563418-228241

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

Docusign Envelope ID: 7B6C3636-5FE3-8302-810D-CA22F69E0973

State Farm Florida Insurance Company
A Stock Company With Home Offices in Tallahassee, Florida

Po Box 2356
Bloomington IL 61702-2356

State Farm

AT1 H-19-7425-FB34 F H W
3201
POOSER, PRESTON & KATHERINE
3415 US HIGHWAY 41 N APT F101
BYRON GA 31008-3968

DECLARATIONS

AMENDED MAY 19 2025

AMOUNT DUE: **None**
Payment is due by TO BE PAID BY MORTGAGEE

Policy Number: 80-EB-Q746-9

Policy Period: 12 Months
Effective Dates: JUN 28 2025 to JUN 28 2026
The policy period begins and ends at 12:01 am standard time at the residence premises.

HOMEOWNERS POLICY

Location of Residence Premises
5587 NW 40TH PL
OCALA FL 34482-4915

Your State Farm Agent
C R MCCAFFERTY INS AGY INC
1874 W HILLSBORO BLVD STE C
DEERFIELD BCH FL 33442-1420

Phone: (954) 420-9060

Construction: Frame
Year Built: 2020

Roof Material: Other Roof
Roof Installation Year: 2020

Automatic Renewal
If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

3201 19
60 000614 H

IMPORTANT MESSAGES

Your policy is amended MAY 19 2025
INSURED NAME AND/OR ADDRESS CHANGE
Other items shown are effective
with the policy's 2025 renewal

PREMIUM

Endorsement Premium NONE
Your premium has already been adjusted by the following:
Home/Auto
Utility Rating Cr
Claim Record
Bldg Code Rating
Wind Mitigation
Loyal Customer

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StateFarm

NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
POOSER, PRESTON & KATHERINE	

Mortgagee
NATIONSTAR MORTGAGE LLC
ISAOA/ATIMA
PO BOX 7729
SPRINGFIELD OH 45501-7729

Loan Number:
0472612522

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	$ 331,700
Other Structures	$ 33,170
B Personal Property	$ 248,775
C Loss of Use	$ 99,510
Fungus (including Mold) Limited Coverage	$ 25,000
Additional Coverages	
Arson Reward	$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	$1,000
Debris Removal	Additional 5% available/$1,000 tree debris
Fire Department Service Charge	$500 per occurrence
Fuel Oil Release	$10,000
Locks and Remote Devices	$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	$ 300,000
Damage to the Property of Others	$ 1,000
M Medical Payments to Others (Each Person)	$ 1,000

INFLATION

Inflation Coverage Index: 372.8

DEDUCTIBLES

Section I Deductible	Deductible Amount
Other Losses 1 %	$ 3,317
Hurricane 2%	**$ 6,634**

LOSS SETTLEMENT PROVISIONS

A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

o1F1081A

MAY 27 2025

HO 2000

Docusign Envelope ID: 7B6C3636-5FE3-8302-810D-CA22F69E0973

PLAN KEY	
PV-1	COVER PAGE
PV-1.1	ATTACHMENT DETAIL
PV-2	ROOF LAYOUT
PV-3	ELECTRICAL
PV-3.1	ELECTRICAL CONT.
PV-3.2	EQUIPMENT LABELS



HANWHA Q.PEAK DUO BLK-G6+ 340
340 WATT MODULE
68.5" X 40.5" X 1.26"
(SEE DATASHEET)

BILL OF MATERIALS	
MODULES	12
INVERTERS	12
CLAMP ASSEMBLY	37
COUPLING ASSEMBLY	15
BONDING CLIP	5
SKIRTS	5
ENPHASE COMBINER BOX	1
EATON 60A FUSIBLE AC DISCONNECT	1
15A FUSES	2
15A BACKFEED BREAKER	1

SYSTEM INFORMATION	
MODULE	HANWHA Q.PEAK DUO BLK-G6+ 340
INVERTER	ENPHASE IQ7-60-2-US
RACKING	ECOFASTEN ROCK-IT
SYSTEM SIZE (DC)	4.08 KW
LOCATION	29.2293997,-82.2128412

GENERAL NOTES:

THIS PV SYSTEM HAS BEEN DESIGNED TO MEET THE MINIMUM DESIGN STANDARDS FOR BUILDING AND OTHER STRUCTURES OF THE ASCE 7-16, 7TH EDITION 2020 FLORIDA RESIDENTIAL CODE, 7TH EDITION 2020 FLORIDA BUILDING CODE, 7TH EDITION 2020 FLORIDA FIRE PREVENTION CODE, NEC 2017 AND ALL LOCAL CODES & ORDINANCES.

ROOF SHALL HAVE NO MORE THAN TWO LAYERS OF COVERING IN ADDITION TO THE SOLAR EQUIPMENT.

INSTALLATION OF SOLAR EQUIPMENT SHALL BE FLUSH MOUNTED, PARALLEL TO AND NO MORE THAN 6-INCHES ABOVE THE SURFACE OF THE ROOF.

ANY PLUMBING VENTS ARE NOT TO BE CUT OR COVERED FOR SOLAR EQUIPMENT INSTALLATION. ANY RELOCATION OR MODIFICATION OF THE VENT REQUIRES A PLUMBING PERMIT AND INSPECTION.

ALL DESIGN, CALCULATIONS ARE PERFORMED BY DANIEL DUNZIK REGISTERED ARCHITECT. FLORIDA STATE STATUTE 471.003(3) PROVIDES THAT LICENSED ARCHITECTS ARE EXEMPTED FROM THE PROVISIONS OF CHAPTER 471 ENGINEERING AND NOT PRECLUDED FROM PERFORMING ENGINEERING SERVICES FOR INTEGRATED SYSTEMS AND SERVICES THAT ARE INCIDENTAL TO BUILDINGS AND STRUCTURES.

INVERTER PLACEMENT:

SYSTEM UTILIZES "ENPHASE" MICRO-INVERTERS WITH RAPID SHUTDOWN CONTROL LOCATED ON THE BACK SIDE OF EACH MODULE.

STRUCTURAL STATEMENT:

THE EXISTING STRUCTURE IS ADEQUATE TO SUPPORT THE NEW LOADS IMPOSED BY THE PHOTOVOLTAIC MODULE SYSTEM INCLUDING UPLIFT & SHEAR.EXISTING RAFTER SIZES & DIMENSIONS CONFORM TO 7TH EDITION 2020 FLORIDA RESIDENTIAL CODE

MOUNTING BRACKETS AND HARDWARE MEET OR EXCEED FLORIDA CODE REQUIREMENTS FOR THE DESIGN CRITERIA OF THE TOWN.

FSEC CERTIFICATION STATEMENT:

PER FL. STATUE 377.705 , I, MINA A. MAKAR PE# 86753, CERTIFICATE OF AUTHORIZATION #33404, 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 2020

CLIMATIC & GEOGRAPHIC DESIGN CRITERIA TABLE R301.2(1)	
SPEED (MPH)	130
TOPOGRAPHIC EFFECTS	B
SPECIAL WIND REGION	NO
WIND BORNE DEBRIS ZONE	2
SEISMIC DESIGN CATEGORY	C
CLIMATE ZONE	2A
WIND EXPOSURE CATETORY	C

FBC, RESIDENTIAL 2020

TABLE R301.2.1.3

WIND SPEED CONVERSIONS[a]

V_{ult}	110	115	120	130	140	150	160	170	180	190	200
V_{asd}	85	89	93	101	108	116	124	132	139	147	155

For SI: 1 mile per hour = 0.447 m/s.

a. Linear interpolation is permitted.

momentum SOLAR

PRO CUSTOM SOLAR LLC D.B.A. MOMENTUM SOLAR
325 HIGH STREET, METUCHEN, NJ 08840
(732) 902-6224
MOMENTUMSOLAR.COM

PROFESSIONAL ENGINEERING

SOLAR CONTRACTOR

CAMERON CHRISTENSEN
CERTIFIED SOLAR CONTRACTOR LICENSE NUMBER CVC57036
MOMENTUM SOLAR
5728 MAJOR BLVD SUITE 307, ORLANDO FL 32819

CUSTOMER INFORMATION

JAMES BRAISTED - MS72002
5587 NW 40TH PL
OCALA, FL 34482
6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
12 MODULES: HANWHA Q.PEAK DUO BLK-G6+ 340
12 INVERTERS: ENPHASE IQ7-60-2-US

PROJECT INFORMATION		
INITIAL	DATE: 3/8/2021	DESIGNER: IO
REV.	DATE:	DESIGNER:
REV.	DATE:	DESIGNER:

COVER PAGE

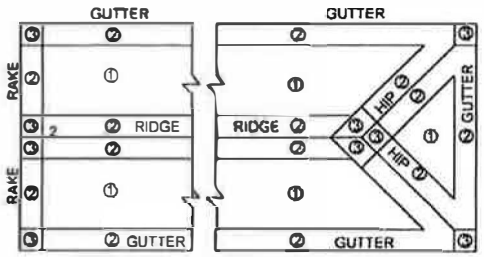
PV-1

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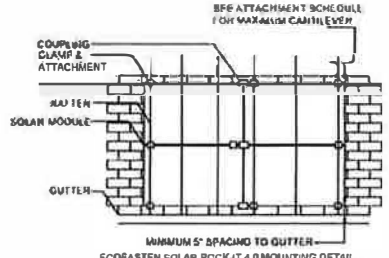
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1. ALL WIND DESIGN CRITERIA ARE FOR LOW SLOPE ROOFS, GABLE AND HIP ROOFS CONSIDERED FROM AN ANGLE OF MIN. 9.5 ° (2/12) TO MAX. 45° (12/12) NOT TO EXCEED 30' MEAN ROOF HEIGHT ATTACHED WITH FASTENERS AS SPECIFIED BY THE MANUFACTURER.
2. SPAN TABLES ARE DERIVED FROM MECHANICAL LOAD TESTS PERFORMED BY THE MANUFACTURERS INDEPENDENT TESTING AGENCIES ON BEHALF OF THE MANUFACTURER.
3. ROOF SEALANTS SHALL CONFORM TO ASTMC920 AND ASTM 6511
4. ALL ATTACHMENTS SHALL BE INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED INSTRUCTIONS.

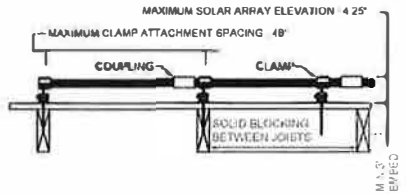
ATTACHMENT SPACING EXCEED MANUFACTURERS SPECIFICATIONS FOR WIND LOADS AS PER ASCE 07-16. RISK CATEGORY II TOPOGRAPHIC EFFECTS B,C, & D AND ROOF WIND ZONES 1,2,& 3. ROOF ZONES 2 & 3 ARE WITHIN 48" OF ANY OUTER EDGE, HIP, RIDGE, OR GUTTER LINE FOR STRUCTURES 30'- 0" OR LESS MEAN ROOF HEIGHT

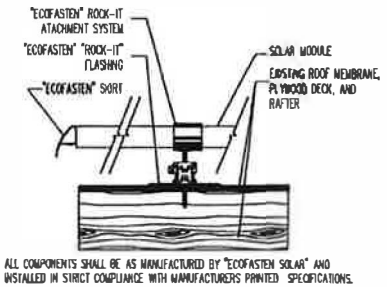


ROOF WIND ZONES AS PER IRC R301.2(7)
ROOF ZONES 2 & 3 ARE 48" FROM OUTER ROOF EDGES, RIDGES, HIPS, RAKES, AND GUTTER EDGES FOR STRUCTURES BELOW 30'-0" MEAN ROOF HT.



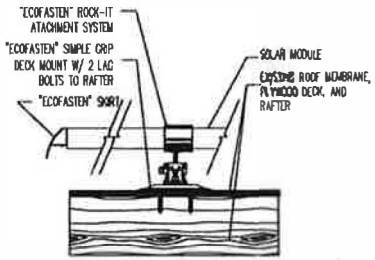
ECOFASTEN SOLAR ROCK-IT 4.0 MOUNTING DETAIL
ECOFASTEN SOLAR ROCK-IT 4.0 RAIL-LESS MOUNTING SYSTEM INTEGRATED WITH FLASHING, COUPLINGS AND ADJUSTABLE CLAMP ATTACHMENTS





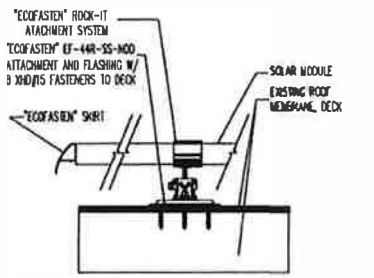
ALL COMPONENTS SHALL BE AS MANUFACTURED BY "ECOFASTEN SOLAR" AND INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED SPECIFICATIONS.

ATTACHMENT DETAIL FOR SLOPED COMP. SHINGLE ROOF



ALL COMPONENTS SHALL BE AS MANUFACTURED BY "ECOFASTEN SOLAR" AND INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED SPECIFICATIONS.

ATTACHMENT DETAIL FOR LOW-SLOPED ROOF



ALL COMPONENTS SHALL BE AS MANUFACTURED BY "ECOFASTEN SOLAR" AND INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURERS PRINTED SPECIFICATIONS.

ATTACHMENT DETAIL FOR ROOFS AREA WHERE RAFTERS NOT AVAILABLE

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325 HIGH STREET, MOUNT HOLLY, NJ 08060
(732) 902-6224
MOMENTUMSOLAR.COM

PROFESSIONAL ENGINEERING

SOLAR CONTRACTOR

CAMERON CHRISTENSEN
CERTIFIED SOLAR CONTRACTOR LICENSE NUMBER: CVC57036
MOMENTUM SOLAR
5728 MAJOR BLVD SUITE 307, ORLANDO FL 32819

CUSTOMER INFORMATION

JAMES BRAISTED - MS72002
5587 NW 40TH PL
OCALA, FL 34482
6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
12 MODULES: HANWHA Q.PEAK DUO BLK-G6+ 340
12 INVERTERS: ENPHASE IQ7-60-2-US

PROJECT INFORMATION

INITIAL	DATE: 3/8/2021	DESIGNER: TO
REV:	DATE:	DESIGNER:
REV:	DATE:	DESIGNER:

ATTACHMENT DETAIL

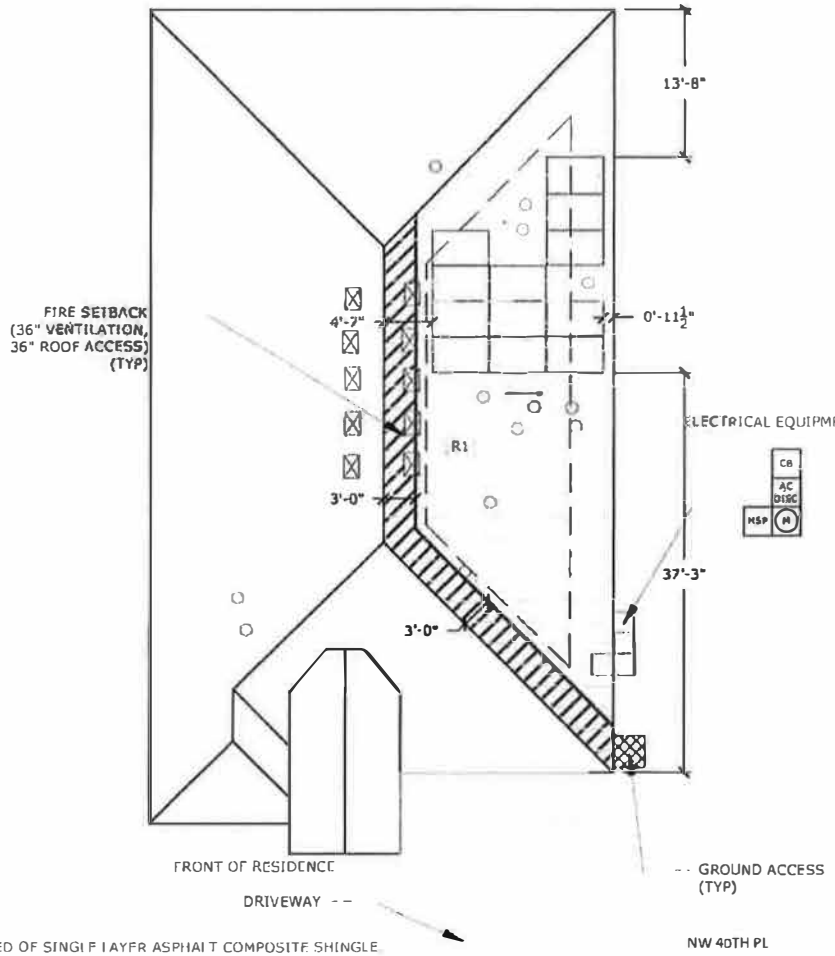
PV-1.1

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SCALE: 3/32" = 1'-0"

ROOF	PANEL COUNT	TILT	AZIMUTH	SHADING	LANDSCAPE MAX SPAN (ROOF AREA 1/2/3)	PORTRAIT MAX SPAN (ROOF AREA 1/2/3)	LANDSCAPE MAX CANTILEVER	PORTRAIT MAX CANTILEVER
R1	12	24°	96°	99%	72 /48 /48	72 /48 /48	24 /16 /16	24 /16 /16



TOTAL SQUARE FOOTAGE OF ROOF: 3323.8798828125 SQFT

SQUARE FOOTAGE OF SOLAR ARRAY:144 SQFT

PERCENTAGE OF SOLAR ROOF COVERAGE: 6.96%

18" RIDGE SETBACK SHALL BE REQUIRED

NOTE:
1. ROOF COVERING MATERIAL IS COMPOSED OF SINGLE LAYER ASPHALT COMPOSITE SHINGLE

SYMBOL LEGEND

MSP	MAIN SERVICE PANEL		CHIMNEY
SP	SUB PANEL		SKYLIGHT
M	UTILITY METER		VENT
AC DISC	AC DISCONNECT		PIPE VENT
UDC	UTILITY DISCONNECT		FAN
LC	LOAD CENTER		SATELLITE DISH
NJR	NEMA 3R BOX W/ ENVOY-S		FIRE SETBACKS
CB	COMBINER BOX		MIN 3'x3' GROUND ACCESS POINT
O	MODULE		PITCH DIRECTION
			WIND PRESSURE ZONE LINES REFER TO PV-2.2 FOR ADDITIONAL INFO

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PRO CUSTOM SOLAR LLC D B A MOMENTUM SOLAR
325 HIGH STREET, METUCHEN, NJ 08840
(732) 902-6224
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PROFESSIONAL ENGINEERING

SOLAR CONTRACTOR

CARLTON CHRISTENSEN
CERTIFIED SOLAR CONTRACTOR LICENSE NUMBER: CVC57036
PROMETON SOLAR
3776 MAGIC BLVD. SUITE 327, ORLANDO FL. 32819

CUSTOMER INFORMATION

JAMES BRAISTED - MS72002
5587 NW 40TH PL
OCALA, FL 34482
6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
12 MODULES: HANWHA Q.PEAK DUO BLK-G6+ 340
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PROJECT INFORMATION

INITIAL	DATE: 3/8/2021	DESIGNED TO
REV:	DATE:	DESIGNER:
REV:	DATE:	DESIGNER:

ROOF LAYOUT

PV-2

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PV MODULE RATINGS	
MODULE MAKE	HANWHA
MODEL	Q.PEAK DUO BLK-G6+ 340
MAX POWER	340W
OPEN CIRCUIT VOLTAGE	40.66V
MPP VOLTAGE	33.94V
SHORT CIRCUIT CURRENT	10.52A
MPP CURRENT	10.02A
NUMBER OF MODULES	12
UL1703 COMPLIANT	YES

INVERTER RATINGS	
INVERTER MAKE	ENPHASE
MODEL	IQ7-60-2-US
MAX OUTPUT POWER	240W
OPEN DC VOLTAGE	48V
NOMINAL AC VOLTAGE	240V
MAX AC CURRENT	1A
CEC INVERTER EFFICIENCY	97%
NUMBER OF INVERTERS	12
UL1703 COMPLIANT	YES

VOLTAGE DROP CALCULATIONS

FORMULA USED PER NEC HANDBOOK 215.2(A)(4) WHERE APPLICABLE

WIRE RUN	V_{mp}	I_{mp}	R	L (FT)	V_o	% V_o	WIRE SIZE
BRANCH TO J-BOX	240.00	12	1.98	79.00	3.754	1.56%	12 AWG
J-BOX TO LOAD CENTER	240.00	12	1.24	50.00	1.488	0.62%	10 AWG
LOAD CENTER TO AC DISCONNECT	240.00	15	1.24	3.00	0.112	0.05%	10 AWG
AC DISCONNECT TO INTERCONNECTION	240.00	15	0.491	10.00	0.147	0.06%	06 AWG

SUB PANEL BREAKER SIZE	# OF MODULES	PV BREAKER PER BRANCH
	UP TO 16	20A

THIS SOLAR PHOTOVOLTAIC SYSTEM COMPLIES WITH THE 2020 FLORIDA BUILDING CODE AND THE 2017 NATIONAL ELECTRICAL CODE

NEC 705.12(B)(2)(3)(b) 120% RULE

(1.25 x INVERTER OUTPUT) + MAIN OCPD ≤ BUS RATING x 1.20

(1.25 x 12) + 200 ≤ 225 x 1.20

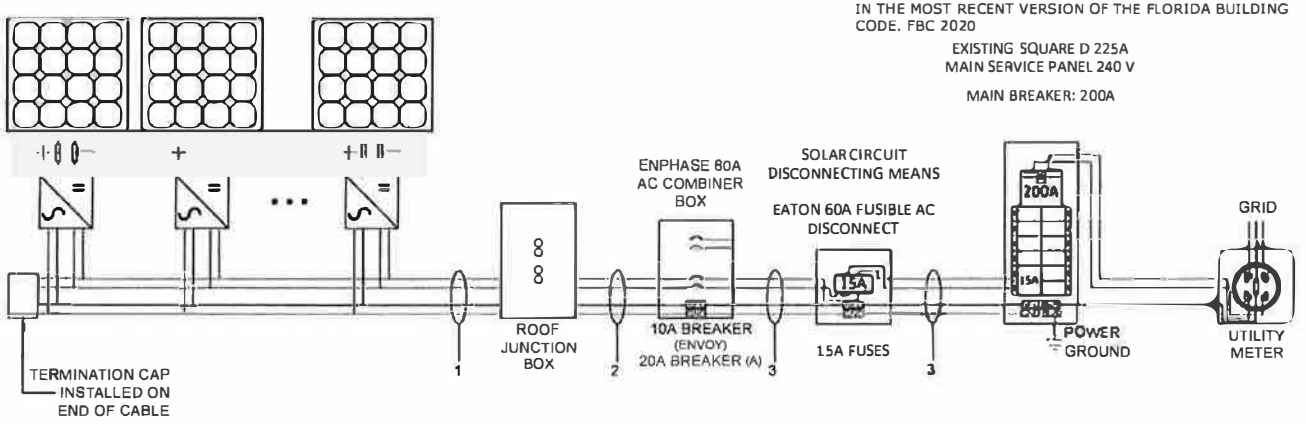
FSEC CERTIFICATION STATEMENT:

PER FL. STATUE 377.705 , I, MINA A. MAKAR PE# 86753, CERTIFICATE OF AUTHORIZATION #33404, 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 2020

12 HANWHA Q.PEAK DUO BLK-G6+ 340 340W MODULES PAIRED WITH

12 ENPHASE IQ7-60-2-US MICRO-INVERTERS

BRANCH CIRCUIT A
12 MICRO-INVERTERS



EXISTING SQUARE D 225A
MAIN SERVICE PANEL 240 V

MAIN BREAKER: 200A

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
1	OPEN AIR	1	12 AWG	Trunk Cable	90°C	30	0.96	1	28.80	12	1	1.25	15.00	12 AWG	Trunk Cable
2	1" PVC	2	10 AWG	THWN-2	75°C	35	0.96	1	33.60	12	1	1.25	15.00	08 AWG	THWN-2
3	1" PVC	3 + G	10 AWG	THWN-2	75°C	35	0.96	1	33.60	12	1	1.25	15.00	08 AWG	THWN-2

NOTE: LETTER "G" IN WIRE QTY TAB STANDS FOR GROUNDING CONDUCTOR.

momentum SOLAR

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PROFESSIONAL ENGINEERING

SOLAR CONTRACTOR

CAMERON CHRISTENSEN
CERTIFIED SOLAR CONTRACTOR LICENSE NUMBER: CVC57036
MOMENTUM SOLAR
5720 HAZEL AVE. SUITE 207, ORLANDO FL 32819

CUSTOMER INFORMATION

JAMES BRAISTED - MS72002
5587 NW 40TH PL
OCALA, FL 34482
6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
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12 INVERTERS: ENPHASE IQ7-60-2-US

PROJECT INFORMATION		
INITIAL	DATE: 3/8/2021	DESIGNER: IO
REV :	DATE:	DESIGNER
RFV:	DATE:	DESIGNER:

THREE LINE DIAGRAM

PV-3

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ELECTRICAL NOTES:

1. ALL CALCULATIONS FOR VOC, VMAX, IMP AND ISC HAVE BEEN CALCULATED USING THE MANUFACTURED STRING CALCULATOR BASED ON ASHRAE 2% HIGH AND EXTREME MINIMUM TEMPERATURE COEFFICIENTS.
2. THE ENTIRE ARRAY IS BONDED ACCORDING TO (NEC 690.46 - 250.120 PARAGRAPH C). THE GROUND IS CARRIED AWAY FROM THE GROUNDING LUG USING #6 BARE COPPER WIRE OR #6 THWN-2 COPPER WIRE.
3. THIS SYSTEM COMPLIES WITH NEC 2017
4. BRANCH CIRCUIT CALCULATION FOR WIRE TAG 1 DISPLAYS THE LARGEST BRANCH CIRCUIT IN SYSTEM. OTHER BRANCH CIRCUITS SHALL HAVE LOWER DESIGN CURRENT THAN THE ONE SHOWN. IN ADDITION, VOLTAGE DROP CALCULATIONS FROM PANELS TO THE COMBINER BOX SHALL BE SHOWN IN A SIMILAR FASHION
5. ALL CONDUCTORS ARE SIZED BASED ON NEC 2017 ARTICLE 310
6. ALL EQUIPMENT INSTALLED IS RATED AT 75°C
7. INVERTER NOC (NOMINAL OPEN CURRENT) OBTAINED FROM EQUIPMENT DATASHEET
8. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL LOCAL AND NATIONAL CODE REQUIREMENTS
9. EACH MODULE MUST BE GROUNDED ACCORDING TO USER INSTRUCTIONS
10. ALL EQUIPMENT SHALL BE LISTED PER NEC 690.4(B)
11. PER NEC 690.13, 690.15, PROVIDE A WARNING SIGN AT ALL LOCATIONS WHERE TERMINALS OF THE DISCONNECTING MEANS MAY BE ENERGIZED IN THE OPEN POSITION> SIGN SHALL READ "WARNING - ELECTRIC SHOCK HAZARD - DO NOT TOUCH TERMINALS - OR EQUIVALENT
12. PER NEC 705.10, PROVIDE A PERMANENT PLAQUE OR DIRECTORY SHOWING ALL ELECTRIC POWER SOURCES ON THE PREMISES AT SERVICE ENTRANCE
13. INTERCONNECTION METHOD SHALL COMPLY WITH NEC 705.12
14. AND OPTION FOR A SINGLE CIRCUIT BRANCH TO BE SPLIT INTO TWO SUB-CIRCUIT BRANCHES IS ACCEPTABLE,
15. ALL CONDUCTORS MUST BE COPPER.
16. NEUTRAL AND EQUIPMENT GROUNDING CONDUCTOR BONDED AS PER NEC 250.24(C)
17. EQUIPMENT GROUNDING CONDUCTOR IS CONNECTED TO A GROUNDING ELECTRODE SYSTEM PER 250.54(D)
18. FUSES FOR PV DISCONNECT HAVE AIC RATINGS OF 200KA AC AND 20KA DC.
19. SUPPLY SIDE CONNECTION SHALL BE MADE USING ILSCO INSULATION PIERCING CONNECTORS (IPC). MAKE, MODEL, AND RATING OF INTERCONNECTION CAN BE SEEN ON TABLE 1 BELOW.
20. METHOD OF INTERCONNECTION CAN BE SEEN IN FIGURE 1
21. UTILITY HAS 24-HR UNRESTRICTED ACCESS TO ALL PHOTOVOLTAIC SYSTEM COMPONENTS LOCATED AT THE SERVICE ENTRANCE
22. WORKING CLEARANCES AROUND THE EXISTING AND NEW ELECTRICAL EQUIPMENT WILL BE MAINTAINED IN ACCORDANCE WITH NEC ARTICLE 110.26
23. CONDUCTORS EXPOSED TO SUNLIGHT SHALL BE LISTED AS SUNLIGHT RESISTANT PER NEC ARTICLE 300.6 (C)(1) AND ARTICLE 310.8 (D)
24. CONDUCTORS EXPOSED TO WET LOCATIONS SHALL BE SUITABLE FOR USE IN WET LOCATIONS PER NEC ARTICLE 310.10 (C)
25. TOTAL AREA OF ALL CONDUCTORS, SPLICES, AND TAPS INSTALLED AT ANY CROSS SECTION OF THE WIRING DOES NOT EXCEED 75% OF THE CROSS SECTIONAL AREA OF THE SPACE. NEC 312.8(A)(2)
26. SYSTEM IS CONSIDERED AN AC MODULE SYSTEM. NO DC CONDUCTORS ARE PRESENT IN CONDUIT, COMBINER, JUNCTION BOX, DISCONNECT. AND COMPLIES WITH 690.6 - NO DC DISCONNECT AND ASSOCIATED DC LABELING ARE REQUIRED.
27. SYSTEM COMPLIES WITH 690.12 RAPID SHUTDOWN ANO ASSOCIATED LABELING AS PER 690.56(C). AC VOLTAGE AND SYSTEM OPERATING CURRENT SHALL BE PROVIDED 690.52.
28. CONDUCTORS IN CONDUIT ARE AC CONDUCTORS BRANCH CIRCUITS AND NOT PV SOURCE CIRCUITS. 690.6
29. ALL GROUNDING SHALL COMPLY WITH 690.47(A) IN THAT THE AC MODULES WILL COMPLY WITH 250.64.
30. NO TERMINALS SHALL BE ENERGIZED IN THE OPEN POSITION IN THIS AC MODULE SYSTEM 690.13, 690.15, 690.6.
31. WHERE APPLICABLE: INTERCONNECTION SHALL COMPLY WITH 705.12(A) OR 705.12(B)
32. ALL WARNING SIGN(S) OR LABEL(S) SHALL COMPLY WITH 2017 NEC ARTICLE 110.21(B). LABEL WARNINGS SHALL ADEQUATELY WARN OF THE HAZARD. LABELS SHALL BE PERMANENTLY AFFIXED TO THE EQUIPMENT, AND LABELS REQUIRED SHALL BE SUITABLE FOR THE ENVIRONMENT.
33. PV POWER CIRCUIT LABELS SHALL APPEAR ON EVERY SECTION OF THE WIRING SYSTEM THAT IS SEPARATED BY ENCLOSURES, WALLS, PARTITIONS, CEILINGS, OR FLOORS.

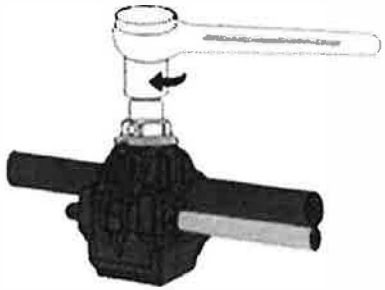
TABLE 1:

MAKE	MODEL	VOLTAGE RATING	CONDUCTOR RANGE MAIN	CONDUCTOR RANGE TAP
ILSCO	IPC 4006	600 V	4/0-4 AWG	6-14 AWG
ILSCO	IPC 4020	600 V	4/0-2 AWG	2/0-6 AWG

INSTRUCTIONS FOR LINE TAPS

FIGURE 1:

1. ADJUST THE CONNECTOR NUT TO SUITABLE LOCATION
2. PUT THE BRANCH WIRE INTO THE CAP SHEATH FULLY
3. INSERT THE MAIN WIRE, IF THERE ARE TWO LAYS OF INSULATED LAY IN THE MAIN CABLE, SHOULD STRIP A CERTAIN LENGTH OF THE FIRST INSULATED LAY FROM INSERTED END
4. TURN THE NUT BY HAND, AND FIX THE CONNECTOR IN SUITABLE LOCATION
5. SCREW THE NUT WITH THE SLEEVE SPANNER.
6. SCREW THE NUT CONTINUALLY UNTIL THE TOP PART IS CRACKED AND DROPPED DOWN



momentum SOLAR

PRO CUSTOM SOLAR LLC D B A. MOMENTUM SOLAR
325 HIGH STREET, METUCHEN, NJ 08840
(732) 902-5224
MOM-NTUMSOLAR.COM

PROFESSIONAL ENGINEERING

SOLAR CONTRACTOR

CAMERON CHRISTENSEN
CERTIFIED SOLAR CONTRACTOR LICENSE NUMBER: CVC57036
MOMENTUM SOLAR
5470 MAJOR BLVD SUITE 307, ORLANDO FL 32819

CUSTOMER INFORMATION

JAMES BRAISTED - MS72002
5587 NW 40TH PL
OCALA, FL 34482
6097424203

PV SYSTEM INFORMATION

SYSTEM SIZE (DC): 4.08 KW
12 MODULES: HANWHA Q.PEAK DUO BLK-G6+ 340
12 INVERTERS: ENPHASE IQ7-60-2-US

PROJECT INFORMATION

INITIAL	DATE: 3/8/2021	DESIGNER: TO
REV:	DATE:	DESIGNER:
REV:	DATE:	DESIGNER:

ELECTRICAL CONT.

PV-3.1

Doc ID: 8f13223c6daeb13e7aaf3e0d6fa0456e44e6fc64

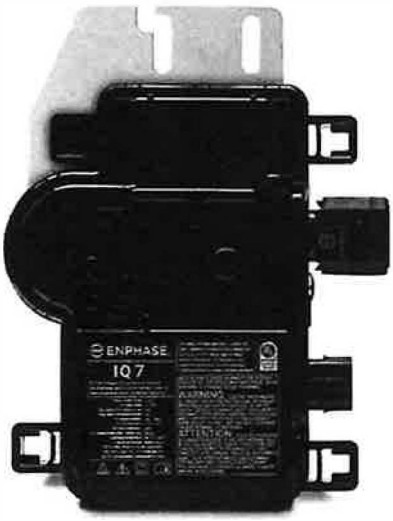
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Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready **Enphase IQ 7 Micro™ and Enphase IQ 7+ Micro™** dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL listed

Smart Grid Ready

- Complies with advanced grid support, voltage and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA)

* The IQ 7+ Micro is required to support 72-cell modules

UL CERTIFIED

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

Docusign Envelope ID: 7B6C3636-5FE3-8302-810D-CA22F69E0973

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US / IQ7-60-B-US	IQ7PLUS-72-2-US / IQ7PLUS-72-B-US
Commonly used module pairings[1]	235 W - 350 W +	235 W - 440 W +
Module compatibility	60-cell PV modules only	60-cell and 72-cell PV modules
Maximum input DC voltage	48 V	60 V
Peak power tracking voltage	27 V - 37 V	27 V - 45 V
Operating range	16 V - 48 V	16 V - 60 V
Min/Max start voltage	22 V / 48 V	22 V / 60 V
Max DC short circuit current (module Isc)	15 A	15 A
Overvoltage class DC port	II	II
DC port backfeed current	0 A	0 A
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)	IQ 7 Microinverter		IQ 7+ Microinverter	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range[2]	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A (240 V)	1.15 A (208 V)	1.21 A (240 V)	1.39 A (208 V)
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit[3]	16 (240 VAC)	13 (208 VAC)	13 (240 VAC)	11 (208 VAC)
Overvoltage class AC port	III		III	
AC port backfeed current	0 A		0 A	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.7 leading ... 0.7 lagging		0.7 leading ... 0.7 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak CEC efficiency	97.6 %	97.6 %	97.5 %	97.3 %
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	97.0 %

MECHANICAL DATA	
Ambient temperature range	-40°C to +65°C
Relative humidity range	4% to 100% (condensing)
Connector type (IQ7-60-2-US & IQ7PLUS-72-2-US)	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)
Connector type (IQ7-60-B-US & IQ7PLUS-72-B-US)	Friends PV2 (MC4 intermateable). Adaptors for modules with MC4 or UTX connectors: - PV2 to MC4: order ECA-S20-S22 - PV2 to UTX: order ECA-S20-S25
Dimensions (WxHxD)	212 mm x 175 mm x 30.2 mm (without bracket)
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

FEATURES	
Communication	Power Line Communication (PLC)
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, 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 Shut Down Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.

1. No enforced DC/AC ratio. See the compatibility calculator at https://enphase.com/en-us/support/module-compatibility
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.

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

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2018-05-24

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Certificate Of Completion

Envelope Id: 7B6C3636-5FE3-8302-810D-CA22F69E0973
Status: Completed
Subject: FOR SIGNATURES - Net Metering Agreement - Katherine Pooser - ELE/260804
Source Envelope:
Document Pages: 29
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

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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: 6/4/2026 2:39:38 PM Viewed: 6/5/2026 8:58:27 AM Signed: 6/5/2026 9:25:57 AM
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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: 38.77.131.2	Sent: 6/5/2026 9:25:59 AM Viewed: 6/7/2026 11:49:50 AM Signed: 6/7/2026 11:50:01 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/7/2026 11:49:50 AM
Signing Complete	Security Checked	6/7/2026 11:50:01 AM
Completed	Security Checked	6/7/2026 11:50:01 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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

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

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

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

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CONTRACT EXTENSION

Contract Number: 110421-ALT

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Altec Industries
210 Inverness Center Dr

Birmingham, Alabama
(Vendor)
35242-4834

have entered into Contract Number: 110421-ALT
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

8/19/2025 | 6:34 AM CDT
Date

DocuSigned by:
Brooklyn Russell
1F0625CF2D724D8...
Authorized Signature

Brooklyn Russell
Name

- Contract Specialist
Title

8/21/2025 | 11:57 AM PDT
Date

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.

2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer and Order Information

City of Ocala/Ocala Fiber Network

Customer Description	Netcentric / Wholesale
Order Date	16-Dec-2022
Customer Requested Service Date*	30-Jun-2023

* This date is the earliest Service Date requested by Customer. Billing starts on the Service Date. Installation of the Service is subject to the SLA and Product Rider. While COGENT may install the Service on the Requested Service Date, COGENT does not guarantee that the Service will be installed on that date.

Resell Customer (Name)	No
Agent Deal (Name)	No
Legacy Orders Termination*	No

* For all Legacy Orders listed in the SERVICE INFORMATION section below, CUSTOMER elects 1 of 3 options:
1) Immediate Termination,
2) Delayed Termination (up to 30 days),
3) No Termination – Month-to-Month (more than 30-day overlap), i.e., legacy orders will renew for successive Renewal Terms of one (1) month until terminated by Customer.

Service Information

Quoted Currency	USD	US Dollar

Service Parameters

Order ID	Order Type	Legacy Order(s)	Node ID	Service Interface	CDR (Mbps)	Initial Term (in months)	On/Off-Net	Billing Model	Burst Fee (per Mbps)	Installation Fee	Monthly Fee
3-001333490	New		2361056-214	10GE	10000	36	Off-Net	Flat	0.00000	2250.00	3210.00

Service Options

Note: IP Addresses Allocation, BGP, VLAN and LAG option orders always have an Initial Term of one (1) month.

IP Addresses Allocation Note: IPQ (and IARM Rider for Provider Independent resources) needs to be submitted w/ Order Form	Yes	Order ID	Order Type	Legacy Order(s)	Block Size - Total IPs		IP Version	Installation Fee	Monthly Fee
		3-001334191	New		/19		IPv4		2129.92
BGP Routing Note: LOA(s) issued by owners of Secondary ASN(s) need(s) to be submitted with Order Form.	Yes	Order ID	Order Type	Legacy Order(s)	ASN Owner	ASN	IP Version		
		3-001334195	New		City of Ocala/Ocala Fiber Network	30444	IPv4		50.00
VLAN(s) w/ static routing Note: LOA(s) issued by owners of Secondary IP(s) need(s) to be submitted with Order Form.	No	Order ID	Order Type	Legacy Order(s)	Comments		Port Order		
									0.00
Link Aggregation (LAG) (As described in Product Rider)	No	Order ID	Order Type	Legacy Order(s)	Services involved in LAG-bundle				
								0.00	
Expedite Delivery	No	As described in Product Rider						0.00	
Billing Options (As described in Product Rider)	No	Billing Method		Master Service		Other Involved Services			
Cabling (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00
Equipment (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00

Total Fees

	Installation Fee	Monthly Fee
Total Fees including Options	2250.00	5389.92

**If Customer has elected to be billed in a currency other than the currency used for the Quoted Price, the Quoted Price will be converted into the Billing Currency selected above on the date this Order is validated by COGENT. In performing the currency conversion on such date, COGENT will use the currency conversion rate as of the close of business for the previous day as set forth at www.oanda.com.

Billing Currency**	USD	United States - Dollar

Customer Initials: DS JPHS

2001

E8945D00E0638D66956127AD02AEEAB5

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.

2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer Service Delivery Information

Tenant/Datacenter Name	City of Ocala/Ocala Fiber Network
Node ID	2361056-214 *
Service Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US

* Service delivery always takes place at Cogent Demarcation Point as defined in the attached Product Rider.

Delivery Contact Name	Ken Jamerson
Telephone	(352) 401-3740
Cellphone	
Fax	
Email	kjamerson@ocalafl.org

Customer Contracting & Billing Information

Company Name	City of Ocala/Ocala Fiber Network
Billing Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US
Company Registr. Nr.	
Tax / VAT ID Number	
Request for consolidated billing (one account / invoice for multiple ports in the same country)*	No

* Consolidated billing requests must be reviewed and approved by Cogent.

Billing Contact Name	Mel Poole
Telephone	(352) 401-6905
Cellphone	
Fax	
Email	mpoole@ocalafl.org

Cogent Contact Information

Sales Office	Location	Minneapolis MN Sales Office - MIN2
	Address	HQ: 2450 N Street, NW Washington, DC 20037
	Phone	1-877-9COGENT
	Fax	202-338-8798
Service Provisioning		sd@cogentco.com
Customer Care		support@cogentco.com

Sales Account Manager	Name	Eric Gogerty
	Phone	+16122175506
	Email	egogerty@cogentco.com
Sales		sales@cogentco.com
Billing		billing@cogentco.com
Termination		terms@cogentco.com

Contract Documents

The entire Customer Subscriber Agreement (CSA), entered into between Customer and COGENT, is made up of the documents listed here. Capitalized terms are defined in the text of the Terms or Definition section of the Terms. All prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning such Services, are superseded. Customer certifies that the documents constituting the CSA are the documents and forms that have been supplied to Customer by Cogent and that Customer has made no changes to them.

(1) Order Form
(2) Terms, as attached (initialed by Customer) (For current customers, if Terms are not attached, the current Terms remain in force)
(3) SLA (http://www.cogentco.com/files/ps_internet/SLA_on_internet.pdf)
(4) Product Rider(s), as attached (signed by Customer)
(5) Any other Rider or Addendum, as attached (signed by Customer)

Notes

Notwithstanding Section 1.2 of the Terms, at the end of the Initial Term, the Service ordered hereunder will renew on the same price, terms and conditions for successive month-to-month Renewal Terms unless and until terminated or amended as provided in the CSA.

Customer acknowledges that COGENT has informed it that the installation of the Service ordered hereunder will be longer than the timeframe specified in the SLA, and Customer accepts such longer time frame and waives the installation guarantee set forth in the SLA with respect to the Service ordered hereunder.

Approved as to form and legality:

DocuSigned by:
William E. Sexton
William E. Sexton, Esq.
City Attorney

ATTEST:

DocuSigned by:
Angel B. Jacobs
Angel Jacobs
City Clerk

SIGNATURES

By signing below, Customer affirms and acknowledges that it has read the entire CSA and agrees to be bound by the provisions thereof.

For Customer		For Cogent Communications, Inc.	
Signature	DocuSigned by: James P. Hilty, Sr.	Signature	DocuSigned by: Jim Bubeck
Printed Name	James P. Hilty, Sr.	Printed Name	Jim Bubeck
Title	President	Title	CRO
Date	5/26/2023	Date	5/26/2023

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NETWORK SERVICES TERMS & CONDITIONS NORTH AMERICA

1. SERVICES AND TERM.

1.1. Pursuant to the CSA, Cogent will provide the Services to Customer for the Service charges. Customer's signature on the Order Form constitutes its acknowledgement and agreement to be bound by the CSA. Capitalized terms are defined at the end of these Terms.

1.2. Each Service's Initial Term is indicated on the applicable Order Form and the Initial Term will begin as of the Service Date. Customer will be deemed to have accepted the Service as of the Service Date. At the end of the Initial Term, each Service ordered hereunder will renew for successive Renewal Terms equal in length to the Initial Term ~~unless and until terminated as provided herein~~. upon written consent of the parties.

1.3. Each Service will be provided to the Service Location specified on the Order Form only. Any relocation of a Service shall be an amendment of such Service requiring the consent of both Parties. Customer may order additional Services or locations in North America through additional Order Forms, which will be governed by this CSA. Customer's account must be current in order to make changes to Services or order additional Services.

2. SERVICE CHARGES AND BILLING.

2.1. Service charges are on the Order Form and do not include applicable Taxes unless so indicated. New services, upgrades of existing Services or relocations of an existing Service will result in additional fees and/or charges. If a prior Service location remains installed after a new Service location is installed, Customer will be responsible for Service charges for both Service locations until terminated as provided for each Service.

2.2. Invoices are sent monthly in advance. Customer agrees to pay all charges and applicable Taxes for the Service within thirty (30) days of the invoice date without counterclaim, set-off or deduction. A late charge shall be added to Customer's past due balance of the lesser of 1.5% per month or the maximum legal rate. COGENT may change the specifications, Terms or charges for the Service for any upcoming Renewal Term by providing Customer at least sixty (60) days advance written notice. Customer agrees that its obligation to pay service charges and Taxes under this CSA shall survive the termination of the CSA.

2.3. Customers claiming tax exemption must provide COGENT with a properly executed exemption form.

3. SERVICE USE AND INTERRUPTION.

3.1. Customer's use of COGENT's Services or Network may only be for lawful purposes and must comply with COGENT's AUP. Transmission of any material in violation of any law, regulation or the AUP is strictly prohibited. Access to other networks connected to COGENT's Network must comply with such other networks' rules. Customers whose service location (as set forth on the Order Form) is a COGENT-owned or carrier neutral data center may resell COGENT's Dedicated Internet Access Service ordered in that location but not any other Service offered in such location. Customers located in any other service location may not resell their Service, in whole or in part.

3.2. COGENT's obligations and Customer's exclusive remedies for a delayed or failed installation of a Service or the failure of COGENT's Network or any Service are stated in the COGENT SLA.

4. TERMINATION, RESTRICTION OR SUSPENSION.

4.1. Prior to the Service Date, COGENT may terminate the CSA if not approved by COGENT corporate management (including credit check). COGENT also may restrict, suspend or terminate the CSA, Customer's use of or access to any Service, or both, at any time if (a) Customer is in material breach of the CSA (including but not limited to the AUP) and, in COGENT's sole judgment, an immediate restriction or suspension is necessary to protect the COGENT Network or COGENT's ability to provide services to other customers; or (b) Customer's account is unpaid sixty (60) days after date of invoice; or (c) COGENT facilities at Customer's location are unavailable, (*i.e.*, no connectivity and building access).

4.2. Either Party may terminate the CSA: (a) at the end of an Initial Term or at the end of a Renewal Term by providing the other Party with at least thirty (30) days prior written notice (notices provided during a monthly Renewal Term will not be effective until the end of the next month (*i.e.*, notice received April 20th is effective June 1st); or (b) except as otherwise stated herein, during an Initial Term or Renewal Term if the other Party breaches any material term or condition of this CSA and fails to cure such breach within thirty (30) days after receipt of written notice of the same. All termination notices by Customer must be sent separately for each Service (including terminating one Service location after a Service is switched to a new Service location) and must be sent to terms@cogentco.com.

4.3. If a Service is terminated prior to the Service Date, Customer shall pay COGENT for all Initial Costs for such Service. If the Service is terminated after the Service Date, Customer shall pay COGENT (a) for the Service up through the date of termination; and (b) except in the case of termination by Customer as provided in Section 4.2 above, or by COGENT due to loss of connectivity or building access at Customer's building(s) under Section 4.1(c) above, the Initial Costs (unless already paid) and the Termination Charge. Customer acknowledges that because actual damages to COGENT caused by early termination of a Service order are uncertain and would be difficult to determine, the Termination Charge is a reasonable liquidated damage and is not a penalty. Any reconnections of the Service shall result in additional reconnection charges to Customer at COGENT's then-prevailing rates.

4.4. If Customer defaults in any of its payment obligations under the CSA, Customer agrees to pay COGENT's reasonable expenses, including but not limited to legal and collection agency fees, incurred by COGENT in enforcing its rights.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

5.1. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE SLA, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER COGENT NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THIS CSA OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. COGENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. COGENT DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY CUSTOMER OR OTHERS, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.

5.2. WITHOUT PREJUDICE TO OR LIMITING OF COGENT'S RIGHT TO RECEIVE PAYMENT FOR SERVICES, COGENT'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THIS AGREEMENT AND ALL OTHERS BETWEEN CUSTOMER AND COGENT, AND THE PROVISION BY COGENT OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL/PERSONAL PROPERTY, SHALL NOT EXCEED THE LESSER OF (A) THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE AT ISSUE IN THE PRIOR SIX (6) MONTHS TO THE ACTION GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED THOUSAND DOLLARS ($100,000.00) IN TOTAL; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY FOR DEATH OR PERSONAL

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INJURY CAUSED BY COGENT, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5.3. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO COGENT'S CONTROL. CUSTOMER AGREES THAT COGENT SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO COGENT'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. COGENT SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CUSTOMER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND 'DENIAL OF SERVICE' ATTACKS). COGENT IS NOT LIABLE FOR ANY BREACH OF SECURITY ON THE CUSTOMER'S NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS CSA FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, CUSTOMER AGREES THAT IT WILL NOT HOLD COGENT RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (B) LOSS OF OR DAMAGE TO CUSTOMER'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY, OR (C) LOSS OR DAMAGE TO CUSTOMER ASSOCIATED WITH THE INOPERABILITY OF CUSTOMER'S EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICES OR THE COGENT NETWORK. CUSTOMER AGREES TO MAKE ALL CLAIMS RELATED TO THE SERVICES DIRECTLY AGAINST COGENT, AND WAIVES ANY RIGHT TO RECOVER DAMAGES (DIRECTLY OR BY INDEMNITY) RELATED TO THE SERVICES BY CLAIMING AGAINST OR THROUGH A THIRD PARTY TO THIS CSA.

5.4. NEITHER COGENT NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING (INCLUDING SUSPENDING OR DISCONTINUING SERVICES) OR SUPPORTING THE SERVICES SHALL BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

5.5. NO ACTION OR PROCEEDING AGAINST COGENT MAY BE COMMENCED BY THE CUSTOMER MORE THAN ONE (1) YEAR AFTER THE LAST DAY ON WHICH THE SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED, AND CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.

6. INDEMNITY.*

6.1. Customer will indemnify, defend and hold harmless COGENT and its directors, officers, employees, affiliates, and its agents and subcontractors from and against any claims, suits, actions, and proceedings from any and all third parties, and for payment of any Losses, to the extent such Losses arise (a) as a result of violation of the AUP or any applicable law or regulation; (b) from any and all claims by any of Customer's customers or other third party end users in connection with a Service (including, without limitation, any claims regarding content transmitted using a Service or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty, or strict liability; provided, however, that Customer will have no obligation to indemnify and defend COGENT against claims for damages for bodily injury or death caused by COGENT's gross negligence or willful misconduct; or (c) from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection legislation, to the extent such Losses are based upon (i) the content of any information transmitted by Customer or by any of Customer's customers or authorized end users, (ii) the use and/or publication of any and all communications or information transmitted by Customer or by any of Customer's customers or authorized end users, or (iii) the use of Service(s) by Customer in any manner inconsistent with the terms of this CSA, including without limitation the AUP.

7. ADDITIONAL PROVISIONS.

7.1. Except as to payment obligations of Customer, neither Party shall have any claim or right against the other Party for any failure of performance due to Force Majeure.

7.2. Neither Party is the agent or legal representative of the other Party, and this CSA does not create a partnership, joint venture or fiduciary relationship between COGENT and Customer. Neither Party shall have any authority to agree for or bind the other Party in any manner whatsoever. This CSA confers no rights, remedies, or claims of any kind upon any third party, including, without limitation, Customer's subscribers or end-users.

7.3. This CSA for Service is made pursuant to and shall be construed and enforced in accordance with the laws of the state of Florida without regard to its choice of law principles. Any action arising out of or related to this CSA shall be brought in the District or Federal courts located in the Marion County, Florida, and Customer consents to the jurisdiction and venue of such courts.

7.4. Notices, if required, must be sent in writing by e-mail, courier or first class mail (postage prepaid) to the appropriate contact point listed on the Order Form, and are considered made when received at that address; provided, that termination notices to COGENT must be sent in accordance with Section 4.2 above. In the event of an emergency, COGENT may only be able to provide verbal notice first; such verbal notice will be followed by written notice. Customer is responsible for accuracy of its information on the Order Form, including points of contact.

7.5. Customer may not assign this CSA without COGENT's prior written consent, which consent shall not unreasonably be withheld. Any such assignment without COGENT's prior written consent shall be void.

7.6. Without limiting any other obligation which expressly survives the expiration or prior termination of the term of the CSA, the expiration or prior termination of the term of the CSA shall relieve both Parties of any further obligations hereunder, except with respect to the Sections 2, 3, 4.3, 4.4 and 5 through 7, which shall survive any expiration or termination of these Terms.

7.7. If (but only if) required by COGENT's or Customer's agreement with Customer's Landlord: (a) any cessation or interruption in COGENT's Service does not constitute a default or constructive eviction by Customer's Landlord, and (b) Customer agrees to waive and release Landlord and its related parties from any liability in connection with any damages whatsoever incurred by Customer, including lost revenues, which arise, or are alleged to arise, out of any interruption of or defect in the COGENT Service, **REGARDLESS OF WHETHER SUCH INTERRUPTION OR DEFECT IS CAUSED BY THE ORDINARY NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF A RELEASED PARTY.**

7.8. The COGENT Network is owned by COGENT, or its licensors, and is protected by copyright and other intellectual property laws. Customer agrees that title to and ownership of the Services, in any form, shall at all times and in any event be held exclusively by COGENT. Customer shall be entitled to only such rights with respect to the Services as are specifically granted herein.

7.9. This CSA and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Customer and COGENT and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated into this CSA. No purchase order or similar document provided by Customer to COGENT shall be of any force and effect. Amendments to the CSA or any Service shall be in writing and signed by both Parties.

7.10. This CSA and any Addendum thereto may be executed in one or more counterparts all of which taken together shall constitute one and the same instrument.

*Notwithstanding the foregoing, Customer's liability resulting from its obligation to indemnify shall not exceed the greater of $200,000 per person or $300,000 per incident or occurrence, as set forth in section 768.28, Florida Statutes.

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DEFINITIONS

AUP	COGENT's Acceptable Use Policy as posted by COGENT at www.cogentco.com. COGENT reserves the right to amend its AUP at any time, effective upon posting on the COGENT website.
COGENT	Cogent Communications, Inc. or its subsidiaries or affiliates.
COGENT Network	The telecommunications network and network components owned, operated or controlled by COGENT, including COGENT's fiber backbone, metropolitan fiber networks, any equipment connected to such fiber, and the software, data and know-how used by COGENT to provide the Services. Where COGENT services a building through its own facilities, the COGENT Network includes those facilities. The COGENT Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by COGENT.
Customer	Customer identified in the attached Order Form.
CSA	The entire Customer Subscriber Agreement between COGENT and Customer for provision of the Service, consisting of, in order of priority, the Order Form, any addendum between the Parties, the Terms, the applicable product rider and the SLA.
Equipment	Customer's equipment, if any.
Force Majeure	Causes beyond a Party's control, including but not limited to: acts of God; fire; explosion; vandalism; cable cut; storm; flood or other similar occurrences; any law, order, regulation, direction, action or request of any government, including federal, state, provincial, municipal and local governments claiming jurisdiction over a Party or the Service, or of any department, agency, commission, bureau, corporation, or other instrumentality of any such government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots, terrorist acts or wars (declared/undeclared); or strikes, lock-outs, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays.
Initial Costs	Greater of (a) installation fees (if not paid); or (b) all third-party costs and charges incurred by or charged to COGENT on behalf of Customer for the Service, including but not limited to local loop fees, cross-connect charges, and wiring fees.
Initial Term	Initial length of term for the Services as indicated on the Order Form.
Landlord	Customer's landlord, building owner or property/telecom manager.
Losses	Costs, fees, liabilities, losses, damages or penalties, including reasonable legal fees.
Order Form	Cover form to which these Terms are attached, identifying the specific Service(s) to be delivered.
Party or **Parties**	COGENT and/or Customer.
Renewal Term	Subsequent length of term for the Services after completion of the Initial Term.
Service(s)	Bandwidth services provided by COGENT under the Customer Subscriber Agreement.
Service Date	Earlier of date on which (a) COGENT notifies Customer that the Service is available for Customer's use at either the COGENT-defined demarcation point or last-available test point; or (b) Customer first uses the Service or the COGENT Network. The Requested Service Date on the Order Form is the earliest date on which Customer is willing to accept COGENT Service. COGENT does not guarantee that the Service will be installed on the Requested Service Date.
SLA	The Service Level Agreement as posted by COGENT at www.cogentco.com for Customer's Service(s). COGENT reserves the right to amend the SLA at any time, effective upon posting on the COGENT website.
Space	Rented rack space from COGENT, if any.
Tax or **Taxes**	All taxes arising in any jurisdiction, including without limitation all: sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, property (for co-location customers), consumption, or other taxes, fees, duties, charges or surcharges (however designated) which are imposed on or based on the provision, sale or use of the Service(s), including such taxes imposed directly on COGENT or for which COGENT is permitted to invoice Customer in connection with COGENT's performance under the CSA. Taxes do not include COGENT's income taxes.
Termination Charge	Single payment equal to the total remaining dollar value of the applicable Service order through the Initial Term or Renewal Term, as applicable.
Terms	Terms and conditions that apply to the Services COGENT provides to Customer.

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PRODUCT RIDER – DEDICATED INTERNET ACCESS GLOBAL

This product rider (Rider) amends the CSA entered into between Customer and COGENT for the Services specified therein. Unless otherwise defined herein, capitalized or defined terms in the CSA have the same meaning in this Rider. In the event of a conflict between forms, the following will be the order of priority: First, the Order Form; Second, any Addendum entered into by the Parties; Third, the Terms; Fourth, this Rider; and Fifth, the SLA.

1. Service and Options

Within the scope of the Dedicated Internet Access Service, COGENT transmits IP-packets between the COGENT Network and associated networks of its Customers as well as to and from the global Internet using COGENT's settlement-free peering agreements with other networks.

Subject to their availability, Customer may select one or more options associated with the Service such as listed in the Order Form, in which case Customer agrees to pay the related fees such as indicated in the Order Form:

IP Address Allocation: COGENT will allocate an IPv4/29 and IPv6/112 free of charge to Dedicated Internet Access customers as part of each port order. If Customer desires a larger IP address space allocation, Customer shall submit an application to COGENT for the larger allocation, using COGENT's "IP Questionnaire" form. If COGENT approves the application, Customer will be required to place an order for the larger IP allocation. Each larger allocation for IPv4 address space will be subject to an additional Monthly Fee. Larger allocations for IPv6 address space will be free of charge. COGENT makes no guarantees that any subsequent allocations will be contiguous to any of Customer's existing allocations. IP address space allocations are subject to the AUP and will be terminated and reclaimed when Customer's Dedicated Internet Access Services with COGENT are terminated.

BGP routing: Customer may connect to COGENT's network using the BGP protocol (Border Gateway Protocol). Customer will be required to place an order and a BGP session will be established with Customer's own assigned ASN (the Primary ASN). If Customer wishes to connect with multiple BGP sessions over a single port (or LAG bundle) with the Primary ASN and ASNs from third parties represented by Customer (the Secondary ASNs), then Customer will be required to provide COGENT with a Letter of Authorization ("LOA") issued by the third parties having registered the Secondary ASNs in order to activate such Service, and all interactions, being during provisioning or operations, related to BGP-sessions set up between COGENT's network and Secondary ASNs will be handled exclusively between COGENT and Customer. The fact that a BGP session is being set up between COGENT and other parties represented by Customer does not constitute a contractual relationship between COGENT and the other parties, this interaction is ruled by the contractual relationship established between COGENT and the Customer. COGENT will charge an additional Monthly Fee for each ASN connected, including the Primary ASN.

Static routing / VLAN: Customers connecting to COGENT's network with static routing (i.e., non-BGP) may require a VLAN (Virtual Local Area Network) structured port. Customer must place an order to have a VLAN configured on Customer's port, in order to support static routing of Customer's own assigned IP address space (the Primary IPs). If Customer wishes to connect with Primary IPs and IP addresses from third parties represented by Customer (the Secondary IPs), over one or more VLANs on a single port, then Customer will be required to provide COGENT with a Letter of Authorization ("LOA") issued by the third parties having registered the Secondary IPs in order to activate such Service, and all interactions, being during provisioning or operations, related to static routing (and, as the case may be, VLANs) set up between COGENT's network and Secondary IPs will be handled exclusively between COGENT and Customer. The fact that static routing is (and, as the case may be, VLANs are) being set up between COGENT and other parties represented by Customer does not constitute a contractual relationship between COGENT and the other parties, this interaction is ruled by the contractual relationship established between COGENT and the Customer. Each VLAN will receive the same IP address space allocation as a port order at the same location. COGENT will charge an additional Monthly Fee for each VLAN connected.

Link Aggregation (LAG): In certain Service Locations, Customer may elect to aggregate multiple 10 Gigabit Ethernet Services in such Service Location into a Link Aggregation bundle (a "LAG-bundle"). Under such option, COGENT will configure the LAG-bundle in such a way that, in case of an outage of some (but not all) Services involved in the LAG-bundle, unaffected Services in such LAG-bundle will continue to pass traffic. Link Aggregation is the technical combination of ports and is independent from billing options: COGENT will bill burstable Services involved in a LAG-bundle independently from each other, unless Customer elects to combine them using the "Summed Burst Billing" or "Aggregate Burst Billing" options described in section 2 below.

Equipment: COGENT may, at its sole discretion and if available, provide equipment for certain Services. The fees for such equipment as agreed in the Order Form will be added to Customer's invoice. COGENT does not guarantee and is not responsible for any specific type of equipment, or any equipment at all, to be made available to Customer, and such equipment will belong to Customer upon receipt. Customer will provide its own technical support to install, maintain, and integrate equipment. COGENT will not provide on-site technical support. Customer will be responsible for applicable replacement costs if the equipment is subject to any damage, unauthorized alteration/modification/repair, abnormal use, misuse, neglect, abuse, accident, improper installation, or other acts caused by Customer, its employees, contractors, or any other person. Such action or inaction may void any manufacturer warranties. Customer further agrees to indemnify and hold harmless COGENT for any third party claim based on Customer's unauthorized alteration or modification of the equipment. COGENT is not responsible for Service disruptions caused by any request by Customer to relocate equipment.

Expedite Delivery: COGENT's installation guarantee is strictly limited to the installation guarantee stated in the SLA. However, Customer may request in the Order Form an expedited delivery for his Service. COGENT will use commercially reasonable efforts to accommodate Customer's request; provided, however, that COGENT does not guarantee that any such request will be fulfilled (and any such guarantees given either orally or in writing are hereby disclaimed) nor does COGENT guarantee that the Service will be delivered on a specific date, such as the Requested Service Date indicated on the Order Form.

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2. Burstable Service

If Customer is purchasing COGENT's burstable Service, Customer will have a minimum bandwidth commitment assigned for a given port (the Bandwidth Commitment or Committed Data Rate, "CDR"). The Bandwidth Commitment is agreed upon in the Order Form and is the minimum amount of bandwidth that will be charged to Customer each month at the base Service price, even if not fully used by Customer during a given month. Customer may burst up to the maximum bandwidth that can be carried on a given port, e.g. 1,000 Mbps for a Gig-Ethernet port, subject to availability of bandwidth within the COGENT network.

If Customer exceeds the Bandwidth Commitment on any burstable port in any given calendar month, Customer agrees to pay the additional per Mbps charge for excess bandwidth usage over the Bandwidth Commitment as indicated in the Order Form. Such excess bandwidth usage is calculated by COGENT as the difference between total bandwidth usage and Bandwidth Commitment, where total bandwidth usage is determined by collecting bandwidth usage samples every 5 minutes throughout the month for each port (a sample is based upon the average usage across the 5-minute segment) and determining the appropriate percentile (90th or 95th) of usage as indicated in the Order Form. Only one sample is captured for each 5-minute period, even though two samples are collected - one for inbound utilization and one for outbound utilization. The higher of the two samples is retained. For partial months, the total number of samples for the calendar month is used; for samples where there is no usage, 0 is the recognized value. For example, in a 30-day billing period, 8,640 samples are collected (12 samples/hour x 24 hours/day x 30 days) and listed from highest to lowest. In case of 95th percentile billing, the highest 5%or 432 samples are discarded (representing the top 5% of usage levels). The highest remaining sample (sample 433 in this example) is used to determine total bandwidth usage. For 90th percentile billing, the highest 10%or 864 samples are discarded (representing the top 10% of usage levels). The highest remaining sample (sample 865 in this example) is used to determine total bandwidth usage.

Under the "Summed Burst Billing" option available in conjunction with 90th percentile burst billing, COGENT calculates excess usage as the difference between the sum of total bandwidth usage and the sum of Bandwidth Commitment across all summed ports. For example, if Summed Burst Billing is applied over three ports with a Bandwidth Commitment of 200 Mbps on each (i.e., a total Bandwidth Commitment of 600 Mbps) and the individual 90th percentile total bandwidth usage amounts were 70 Mbps, 150 Mbps and 500 Mbps, the excess bandwidth usage would be 120 Mbps (70 + 150 + 500 - 600).

Under the "Aggregate Burst Billing" option available in conjunction with 95th percentile burst billing, excess bandwidth usage is calculated by COGENT as the difference between total aggregated bandwidth usage and the summed Bandwidth Commitment across all aggregated ports, where total aggregated bandwidth usage is determined by adding usage samples every 5 minutes across all aggregated ports. In the event the aggregated ports are located in more than one time zone, usage samples taken at the same local time will be added together, e.g., usage samples taken at 9 p.m. local time in London will be added to usage samples taken at 9 p.m. local time in New York City. For example, if there are three aggregated ports, every 5 minutes three inbound samples and three outbound samples are collected, added up to one bandwidth usage value per direction, and the higher of the two values is retained. In a 30-day billing period, the final 8,640 retained bandwidth usage values reflect the aggregated usage across all ports. These values are listed from highest to lowest. The highest 5% or 432 values are discarded (representing the top 5% of usage levels). The highest remaining value (value 433 in this example) is used to determine total aggregated bandwidth usage.

Under both "Summed Burst Billing" and "Aggregate Burst Billing" options, a Master Service is defined in the Order Form, and all other Services involved in a Summed or Aggregate calculation are listed. Excess bandwidth usage (burst usage) calculated across the listed ports will be billed on the Master Service account. The relevant data (additional per Mbps charge for excess bandwidth usage and Billing Currency) pertaining to the Master Service will be used for calculating excess bandwidth usage fees across Master Service and all other involved Services. For example, if a customer orders ports in the UK, US, and Canada and defines the US port as the Master, all excess bandwidth usage will be billed on the US invoice in US dollars, at the burst fee indicated on the US port order form.

These billing options are independent from the Link Aggregation (LAG) option: COGENT will not combine Services involved in "Summed Burst Billing" or "Aggregate Burst Billing" into a LAG-bundle, unless Customer elects to combine them using the Link Aggregation (LAG) option described in section 1 above. Furthermore, if Customer wishes that COGENT bills Services part of a LAG-bundle according to the "Summed Burst Billing" or "Aggregate Burst Billing" option, then Customer must elect these options for such Services, in addition to the election of the LAG Option.

3. Customer's Duties to Cooperate

Customer or its representative must cooperate with COGENT in the installation process, which includes accurate completion of an Order Form containing detailed demarcation information and other onsite contact listings, and of the necessary technical questionnaires (IP Questionnaire, BGP Questionnaire, etc.) as provided by COGENT. Customer or its representative must be physically present at the time of installation. During installation and at all other times, the Customer will allow access and if necessary provide escort, for COGENT's or its representatives' necessary personnel to perform the installation and maintenance of the Service, to the designated building's phone closet(s) or telecommunications room or to the Customer's premises for the purposes of survey, installation, operations and maintenance of the Service, after prior arrangement between the parties. Customer's failure to cooperate shall release COGENT from its obligations pertaining to the Installation Guarantee included in the SLA but shall not suspend the Service Date or billing start date.

In the event of technical problems relating to the Service, the Customer will ensure that COGENT's or its representatives' service engineers have unrestricted access to the designated building's phone closet(s) or telecommunications room or to the customer premises equipment. Customer's failure to provide access shall release COGENT from its obligations pertaining to the Network Availability part of the SLA.

4. Demarcation Point

Within a COGENT data center: If Service delivery takes place within a COGENT data center, COGENT will deliver the Service at a demarcation point situated on the COGENT equipment. COGENT will provide, maintain and operate the necessary wiring ("Cross-Connect") for Customer to connect to COGENT's service at the indicated demarcation point. COGENT will provide such Cross-Connect for the Cabling fee set forth on the Order Form.

Within a third-party data center: If Service delivery takes place within a third party data center (i.e. that is not owned and/or operated by COGENT), COGENT will deliver the Service at a demarcation point situated on the COGENT equipment. Unless otherwise agreed, Customer will at its own cost provide, maintain and operate the necessary wiring ("Cross-Connect") to connect to COGENT's service at the indicated demarcation point. If Customer and COGENT agree that COGENT shall provide such Cross-Connect, then COGENT will provide such Cross-Connect against Cabling fees such as indicated on the Order Form and the

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Service demarcation point will remain on the COGENT equipment. COGENT may increase Cross-Connect fees at any time to the extent COGENT's third party costs directly associated with providing the service (including, but not limited to, third party data center rates) are increased by the third party.

Within an On-Net corporate building: If Service delivery takes place within an On-Net corporate building, COGENT will deliver the Service at a demarcation point situated on the COGENT equipment within the Customer's suite. COGENT will provide, maintain and operate the necessary wiring ("Riser") between the building entry and the indicated demarcation point.

At an Off-Net Customer Location: Off-Net Services are being delivered to the Customer Location indicated in the Order Form through a third-party local loop to be provisioned by COGENT on behalf of Customer. As such, the Customer and COGENT agree that the charges set forth in the Order Form for such Service assumes that such Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building housing the Customer Location, as determined by the local access provider. COGENT may charge Customer additional nonrecurring charges not otherwise set forth herein for such Service where the Customer or local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Location. It shall be the Customer's responsibility to allow access to the facility for the local access provider, as well as to facilitate or coordinate with the property owner at the Customer Location, all additional space and electricity determined by the local access provider to be necessary to provide the Service. COGENT will notify Customer of any additional non-recurring charges, if any, as soon as practicable after COGENT is notified by the local access provider of the amount of such charges. From time to time, COGENT may provide, and Customer may accept, budgetary estimates for the extension of the demarcation point to the Customer Location along with the initial Order Form. These estimated costs may be based on certain known costs or typical installations that do not require extraordinary efforts by the provider to extend the service. In the event actual costs exceed the budgetary estimate, Cogent will notify the Customer as outlined above.

In addition, the charges and the Term set forth in the Order Form for the Service assumes that such Service can be provisioned by COGENT through the local access provider selected by COGENT (and/or Customer) for the stated Term. In the event COGENT is unable to provision such Service through the selected local access provider or the selected local access provider requires a higher cost or longer Service Term than that set forth in the Order Form, COGENT reserves the right, regardless of whether COGENT has accepted the Order Form, to suspend provisioning of the Service hereunder and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Term that may apply, or to cancel the Service set forth on the Order Form. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to COGENT within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period) or if COGENT elects to cancel the Service ordered herein, the affected Service will be cancelled without cancellation or termination liability of either party.

COGENT may also increase Off-Net Service fees at any time to the extent COGENT's third party costs directly associated with providing such Off-Net Services (including, but not limited to, loop provider or third party data center rates) are increased by the third party.

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.
2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer and Order Information

City of Ocala/Ocala Fiber Network

Customer Description	Netcentric / Wholesale
Order Date	16-Dec-2022
Customer Requested Service Date*	30-Jun-2023

* This date is the earliest Service Date requested by Customer. Billing starts on the Service Date. Installation of the Service is subject to the SLA and Product Rider. While COGENT may install the Service on the Requested Service Date, COGENT does not guarantee that the Service will be installed on that date.

Resell Customer (Name)	No
Agent Deal (Name)	No
Legacy Orders Termination*	No

* For all Legacy Orders listed in the SERVICE INFORMATION section below, CUSTOMER elects 1 of 3 options:
1) Immediate Termination,
2) Delayed Termination (up to 30 days),
3) No Termination – Month-to-Month (more than 30-day overlap), i.e., legacy orders will renew for successive Renewal Terms of one (1) month until terminated by Customer.

Service Information

Quoted Currency	USD	US Dollar

Service Parameters

Order ID	Order Type	Legacy Order(s)	Node ID	Service Interface	CDR (Mbps)	Initial Term (in months)	On/Off-Net	Billing Model	Burst Fee (per Mbps)	Installation Fee	Monthly Fee
3-001334400	New		2361056-214	10GE	10000	36	Off-Net	Flat	0.00000	2250.00	3210.00

Service Options

Note: IP Addresses Allocation, BGP, VLAN and LAG option orders always have an Initial Term of one (1) month.

IP Addresses Allocation Note: IPQ (and IARM Rider for Provider Independent resources) needs to be submitted w/ Order Form	No	Order ID	Order Type	Legacy Order(s)	Block Size - Total IPs		IP Version	Installation Fee	Monthly Fee
									0.00
BGP Routing Note: LOA(s) issued by owners of Secondary ASN(s) need(s) to be submitted with Order Form.	No	Order ID	Order Type	Legacy Order(s)	ASN Owner	ASN	IP Version		
									0.00
VLAN(s) w/ static routing Note: LOA(s) issued by owners of Secondary IP(s) need(s) to be submitted with Order Form.	No	Order ID	Order Type	Legacy Order(s)	Comments		Port Order		
									0.00
Link Aggregation (LAG) (As described in Product Rider)	No	Order ID	Order Type	Legacy Order(s)	Services involved in LAG-bundle				
								0.00	
Expedite Delivery	No	As described in Product Rider						0.00	
Billing Options (As described in Product Rider)	No	Billing Method		Master Service		Other Involved Services			
Cabling (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00
Equipment (As described in Product Rider)	No	Order ID	Product	Legacy Order(s)	Comments		Port Order		
								0.00	0.00

Total Fees

	Installation Fee	Monthly Fee
Total Fees including Options	2250.00	3210.00

**If Customer has elected to be billed in a currency other than the currency used for the Quoted Price, the Quoted Price will be converted into the Billing Currency selected above on the date this Order is validated by COGENT. In performing the currency conversion on such date, COGENT will use the currency conversion rate as of the close of business for the previous day as set forth at www.oanda.com.

Billing Currency**	USD	United States - Dollar

Customer Initials: DS JPHS

2009

CUSTOMER ORDER FORM Dedicated Internet Access

NORTH AMERICA - US - Cogent Communications, Inc.

2450 N Street, NW
Washington, DC 20037

www.cogentco.com

Customer Service Delivery Information

Tenant/Datacenter Name	City of Ocala/Ocala Fiber Network
Node ID	2361056-214 *
Service Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US

* Service delivery always takes place at Cogent Demarcation Point as defined in the attached Product Rider.

Delivery Contact Name	Ken Jamerson
Telephone	(352) 401-3740
Cellphone	
Fax	
Email	kjamerson@ocalafl.org

Customer Contracting & Billing Information

Company Name	City of Ocala/Ocala Fiber Network
Billing Address	206 SOUTHEAST 3RD STREET
Suite / Floor	
City, State, Province	OCALA, FL
Postal Code	34471
Country	US
Company Registr. Nr.	
Tax / VAT ID Number	
Request for consolidated billing (one account / invoice for multiple ports in the same country)*	No

* Consolidated billing requests must be reviewed and approved by Cogent.

Billing Contact Name	Mel Poole
Telephone	(352) 401-6905
Cellphone	
Fax	
Email	mpoole@ocalafl.org

Cogent Contact Information

Sales Office	Location	Minneapolis MN Sales Office - MIN2
	Address	HQ: 2450 N Street, NW Washington, DC 20037
	Phone	1-877-9COGENT
	Fax	202-338-8798
Service Provisioning		sd@cogentco.com
Customer Care		support@cogentco.com

Sales Account Manager	Name	Eric Gogerty
	Phone	+16122175506
	Email	egogerty@cogentco.com
Sales		sales@cogentco.com
Billing		billing@cogentco.com
Termination		terms@cogentco.com

Contract Documents

The entire Customer Subscriber Agreement (CSA), entered into between Customer and COGENT, is made up of the documents listed here. Capitalized terms are defined in the text of the Terms or Definition section of the Terms. All prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning such Services, are superseded. Customer certifies that the documents constituting the CSA are the documents and forms that have been supplied to Customer by Cogent and that Customer has made no changes to them.

(1) Order Form
(2) Terms, as attached (initialed by Customer) (For current customers, if Terms are not attached, the current Terms remain in force)
(3) SLA (http://www.cogentco.com/files/ps_internet/SLA_on_internet.pdf)
(4) Product Rider(s), as attached (signed by Customer)
(5) Any other Rider or Addendum, as attached (signed by Customer)

Notes

Notwithstanding Section 1.2 of the Terms, at the end of the Initial Term, the Service ordered hereunder will renew on the same price, terms and conditions for successive month-to-month Renewal Terms upon written consent of the parties unless and until terminated or amended as provided in the CSA.

Customer acknowledges that COGENT has informed it that the installation of the Service ordered hereunder will be longer than the timeframe specified in the SLA, and Customer accepts such longer time frame and waives the installation guarantee set forth in the SLA with respect to the Service ordered hereunder.

Approved as to form and legality:

DocuSigned by:
William E. Sexton
William E. Sexton, Esq.
City Attorney

ATTEST

DocuSigned by:
Angel B. Jacobs
Angel Jacobs
City Clerk

SIGNATURES

By signing below, Customer affirms and acknowledges that it has read the entire CSA and agrees to be bound by the provisions thereof.

For Customer		**For Cogent Communications, Inc.**	
Signature	DocuSigned by: James P. Hilty, Sr.	Signature	DocuSigned by: Jim Bubeck
Printed Name	James P. Hilty, Sr.	Printed Name	Jim Bubeck
Title	President	Title	CRO
Date	5/26/2023	Date	5/26/2023

2010

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Optical Internet

NETWORK SERVICES ADDENDUM NORTH AMERICA

This addendum (Addendum) amends the CSA entered into between Customer and COGENT for the Services specified therein. Unless otherwise defined herein, capitalized, or defined terms in the CSA have the same meaning in this Addendum. In the event of a conflict between forms, the following will be the order of priority: First, the Order Form; Second, this Addendum; Third, the Terms; Fourth, the applicable Product Rider; and Fifth, the SLA.

Terms Sec. 6.1 Section 6.1 of the Terms is amended by adding the following at the end of the Section:

"Notwithstanding the foregoing, Customer's liability resulting from its obligation to indemnify COOGENT pursuant to Section 6.1 shall not exceed the greater of $200,000 per person or $300,000 per incident or occurrence, as set forth in section 768.28, Florida Statutes."

Terms Sec. 7.3 Section 7.3 of the Terms, first sentence, is amended by striking "District of Columbia" and replacing with "State of Florida".

Section 7.3 of the Terms, second sentence, is amended to read:

"Any action arising out of or related to this CSA shall be brought in the State or Federal courts located in Marion County, Florida, and each party consents to the jurisdiction and venue of such courts for such actions."

Accepted and agreed to:

CUSTOMER: City of Ocala

By: DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF...

Title: City Council President

Date: 5/26/2023

Ocala Fiber 051823

COGENT COMMUNICATIONS, INC.

By: DocuSigned by: Jim Bubeck B9CB444E18FA42B...

Title: CRO

Date: 5/26/2023

Approved as to form and legality:

DocuSigned by: William E. Sexton 807DCFC4E86E429...

William E. Sexton
City Attorney

ATTEST:

DocuSigned by: Angel B. Jacobs E8276946 1C4E4E5...

Angel Jacobs
City Clerk

DocuSign

Certificate Of Completion

Envelope Id: 85E927BFFF08440895924EDA57A8C85C
Status: Completed
Subject: Cogent - Ocala Fiber - 10G IPV4 (OFN/230440)
Source Envelope:
Document Pages: 11
Signatures: 12
Certificate Pages: 5
Initials: 8
AutoNav: Enabled
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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Brittany Craven
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
biverson@ocalafl.org
IP Address: 216.255.240.104

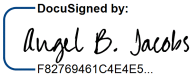
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Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/17/2023 9:26:58 AM Viewed: 5/18/2023 11:53:18 AM Signed: 5/18/2023 11:53:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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: 5/19/2023 10:19:46 AM Viewed: 5/22/2023 10:34:00 AM Signed: 5/23/2023 10:12:25 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jim Bubeck #salesops@cogentco.com CRO Security Level: Email, Account Authentication (None)	DocuSigned by: Jim Bubeck B9CB444E18FA42B... Signature Adoption: Pre-selected Style Using IP Address: 66.28.3.2	Sent: 5/26/2023 11:13:39 AM Viewed: 5/26/2023 12:00:50 PM Signed: 5/26/2023 12:06:31 PM
Electronic Record and Signature Disclosure: Accepted: 5/26/2023 12:00:50 PM ID: cdffe92c-7897-40d9-96c6-6d6e598ad634		
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: 5/26/2023 12:06:33 PM Viewed: 5/26/2023 2:12:29 PM Signed: 5/26/2023 2:13:20 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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:  F82769461C4E4E5...	Sent: 5/26/2023 2:13:22 PM Viewed: 5/30/2023 8:36:37 AM Signed: 5/30/2023 8:37:08 AM
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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
Cogent Communications, Inc. egogerty@cogentco.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/26/2023 11:13:40 AM
Electronic Record and Signature Disclosure: Accepted: 5/18/2023 11:55:56 AM ID: 6b3e8952-c1d6-4344-910b-618f23eb40d0		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2023 9:26:58 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
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Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
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Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Envelope Updated	Security Checked	5/19/2023 10:19:46 AM
Certified Delivered	Security Checked	5/30/2023 8:36:37 AM
Signing Complete	Security Checked	5/30/2023 8:37:08 AM
Completed	Security Checked	5/30/2023 8:37:08 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: 1DF37038-095A-827D-82B0-04E7AC4FAC8F

2017

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pederson (Last) Kassi (First) (Dept) Solid Waste - 4230

(Title) Fiscal Manager (Phone) 352-671-8485

Signature Kassi Pederson Digitally signed by Kassi Pederson Date: 2026.03.31 16:49:13 -04'00' Date 4/8/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☐ Approve as to Form
- ☐ RESUBMIT LRM No. _____
- ☐ Legal Opinion
- ☑ Other

Description of Request

I see the note on the LRM it states to enter new fee amount in section 3. Do we need to add the below language because this fee changes year to year?

The annual fee for the current fiscal year was $28,264.46, which the City has already paid. For the next fiscal year, the fee will be $28,264.46 plus the CPI increase for the period 10/2025–09/2026. In each subsequent year, the adjusted fee will continue to increase based on the applicable CPI for that fiscal year, with each increase compounding annually.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 7, 2026

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-265R

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☐ Linda Blackburn Asst. County Attorney
- ☒ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:

Date Received:

RECEIVED
By Wendy.Nalborczyk at 12:31 pm, Apr 08, 2026

- ☐ Approved as to form and legal sufficiency
- ☑ Approved with revisions: ☑ Suggested ☑ Completed
- ☐ Other:

Attorney Signature: Thomas Schwartz Date 4/8/26

Staff Signature: Completed Date: 4/8/26 Returned: ☑ Department ☐ Admin ☐ _____

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FOURTH AMENDMENT AND RENEWAL OF INTERLOCAL AGREEMENT

THIS FOURTH AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT (this "Fourth Amendment") is entered into this _____ day of _____, 2026, by and between Marion County, a political subdivision of the State of Florida, located at 601 S.E. 25th Ave., Ocala, Florida, 34471, (the "County") and City of Ocala, a Florida municipal corporation, located at 110 SE Watula Ave., 3rd Floor, Ocala, FL, 34471, (the "City").

WITNESSETH;

WHEREAS , the parties entered into an Interlocal Agreement dated December 5, 2006, for County to dispose of City's household hazardous and electronic waste items and the parties entered into an Amendment and Renewal of the Interlocal Agreement dated June 21, 2011, a Second Amendment and Renewal on September 20, 2016, and a Third Amendment and Renewal on September 14th, 2021 (all agreements collectively the "Interlocal Agreement");

WHEREAS, during the renewed term of the Third Amendment and Renewal of the Interlocal Agreement dated September 14th, 2021, County has continued to incur increased costs in the processing and transport of the City's household hazardous waste and household electronic waste;

WHEREAS, the parties have agreed that moving forward during the fourth renewal term of the Agreement the fee paid to the County will be evaluated on an annual basis and adjusted utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0OOOSEHG- Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics, and the applicable period for the CPI analysis will be the prior fiscal year, i.e. October 1 through September 30. The County will invoice the City each November during the renewal term;

WHEREAS the Interlocal Agreement as amended is up for renewal;

WHEREAS, the Interlocal Agreement requires mandatory public records provisions pursuant to Chapter 119.0701, Florida Statutes; and,

WHEREAS the parties wish to amend the Interlocal Agreement to reflect the increased costs, and review and revise the fee paid on an annual basis, to renew the term, and comply with the statutorily imposed language, and, in consideration of the mutual covenants and conditions contained herein, it is hereby

AGREED that:

1. This Fourth Amendment shall amend and become a part of the Interlocal Agreement.

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2. Article III CHARGES AND PAYMENT. Section 3.1 of the Interlocal Agreement is hereby amended to read as follows:

3. Payment of Fees by City. Commencing on the date of this Fourth Amendment and for the term of the Interlocal Agreement as renewed pursuant to paragraph "4" below, City shall pay **$28,264.46** annually for City's participation in the household electronic waste and household hazardous waste delivered into the system by City residents or City's Residential Sanitation Supervisor. Fees shall be reviewed on an annual basis no later than 90 days prior to the renewal date utilizing CPI for All Urban Consumers (CPI-U) Series Id: CUUR0000SEHG-Series Title: *Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted* as provided by the U.S. Bureau of Labor Statistics. The annual payment invoice shall be due and payable by City no later than the 25th day of the month in which the invoice is submitted to City. County hereby acknowledges receipt of $28,264.46 for the current fiscal year. For illustrative purposes, for the next fiscal year, the fee will be $28,264.46 plus the CPI increase for the period 10/2025-9/2026. In each subsequent year, the adjusted fee will continue to increase based upon the applicable CPI increase for that fiscal year, with each increase compounding annually.

4. Article VII TERM OF AGREEMENT at Section 7.1 of the Interlocal Agreement is hereby deleted in its entirety and replaced as follows: 7.1. **Term.** The Interlocal Agreement shall continue to be in full force and effect from the date of execution set forth above until September 20, 2031, with one (1) additional five (5) year renewal option upon consent of both parties.

5. All other provisions and conditions of the Interlocal Agreement as amended shall remain in full and effect.

Remainder of page intentionally left blank. Signature page follows.

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THEREFORE, the parties here to have caused these presents to be executed, the day and year first above written.

ATTEST:

Gregory C. Harrell
Clerk of the Court

FOR RELIANCE BY
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: Matthew Minter,
Marion County Attorney

MARION COUNTY, FLORIDA

By:
Carl Zalak III, Chairman
Board of County Commissioners

CITY OF OCALA, A MUNICIPAL CORPORATION

City Clerk

By:
President, Ocala City Council

Approve as to Form:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
City Attorney

Certificate Of Completion

Envelope Id: 1DF37038-095A-827D-82B0-04E7AC4FAC8F
Status: Completed
Subject: FOR SIGNATURE - (PWD 06-002) Interlocal Agreement for Hazardous and Electronic Waste Renewal
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Amber Bartleson
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
abartleson@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
5/1/2026 9:52:24 AM
Holder: Amber Bartleson
abartleson@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 5/1/2026 9:53:20 AM Viewed: 5/7/2026 12:58:46 PM Signed: 5/7/2026 12:59:15 PM

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	5/1/2026 9:53:20 AM
Certified Delivered	Security Checked	5/7/2026 12:58:46 PM
Signing Complete	Security Checked	5/7/2026 12:59:15 PM
Completed	Security Checked	5/7/2026 12:59:15 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

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